

1901-029
Lee Co.

Chancery Causes: Gospel Advocate Publishing Co.] vs. James A. Tate &c
Gospel Advocate Publishing Co.] vs. James A. Tate

Lipscomb, Sewell, Hardin, Carber, N. Press, McQuiddy, Hardin

1 Plat

CA-Debt
T-Property

-Deed

(2)

To the Hon. W. T. Miller, Judge of the Circuit Court of Lee
County, Virginia.

Your complainants, David Lipscomb, E. G. Sewell, J. C. Mcquiddy,
and J. H. Harden
partners, doing business under the firm name and style of "Gospel
Advocate Publishing Company" of Nashville, Tennessee.

Who, humbly complaining, would respectfully represent that on
Jan. 1st, 1895, James A. Tate and John M. Tate executed to your
complainants a promissory note for the sum of \$1160.95, whereby
they bound themselves to pay your complainants, David Lipscomb for
"Gospel Advocate Publishing Company", said sum of money, three
years after the date thereof; on this note there has been paid the
following sums:

1895	July 20th,	\$15.00
1895	Sept. 4th,	\$15.00
1897	Feb. 1st,	\$27.00
1897	Feb. 1st,	\$10.00
1897	Feb. 13th,	\$ 4.00
1897	Oct. 11th,	\$40.00
1897	Nov. 15th,	\$25.00
1897	Dec. 16th,	\$20.00
1898	Jan. 19th,	\$25.00

The residue of said note is still due and owing to your compl-
ainants. Your complainants would further show that said note was
executed to David Lipscomb for "Gospel Advocate Publishing Company"
composed of your complainants as above set out; but to make it more
formal the said Lipscomb endorsed the same, and it is now due your
complainants as above stated.

(2)

This note, with endorsements thereon, is herewith filed as part hereof.

The said James A. Tate is the principal in this note and John M. security.

The said James A. Tate is a non resident of the State of Virginia, but he is the owner of valuable real estate situated in the said County of Lee, and State of Virginia, being a reversionary interest in a tract of land conveyed to him, the said John M. Tate, ^{by} bearing date 31st day of May, 1893, a copy of which said deed is ^{by deed} herewith filed, marked "D", and is prayed to be considered a part hereof.

By an inspection of which, the particular description thereof as to location, metes and bounds will be fully seen.

The object of this Bill therefore, is to have the lands of the said James A. Tate attached upon and held liable for said debt as above set out; and to have a personal decree in the nature of a Judgement against the said John M. Tate, and the said James A. and John M. Tate held liable therefor and decreed to pay the same. And that the lands of James A. Tate, or so much thereof as may be necessary sold to pay the same.

The prayer of your complainants therefore is that James A. Tate and John M. Tate be made parties defendants to this Bill; that they answer the same, but they need not do so upon oath. And on a hearing a decree be rendered against them for said debt, that said lands of James A. Tate be attached and sold and that he and John M. Tate be decreed to pay the same, and that an order of publication be made against the said James A. Tate as the law requires.

(3)

And that such other and further relief may be granted to your orators as is adapted to the nature of this case and agreeable to equity and good conscience. May spa issue, etc..And your orators will ever pray, etc.

B. H. Sewell and
Oridmore Sewell
P. 9.

M 28 B 6 V 4 COM TIME

OFFICE OF
Gospel Advocate Publishing Company,

PUBLISHERS OF
Gospel Advocate, Youth's Advocate, Sunday School
Supplies, Christian Hymns, Words of Truth,
Books, Tracts, Etc.

JOB PRINTING A SPECIALTY.

232 N. Market St.,

\$1160.95 Nashville, Tenn., Jan 1 1895

Three years after date we
promise to pay to David
Lipscomb for Gospel Advocate
Pub. Co., eleven hundred sixty
+ $\frac{97}{100}$ dollars with six per
cent interest from date, value
received. Interest payable
semiannually in advance. Failure
to pay interest for one year
makes the whole amount
due & liable to collection

James A. Tate
John M. Tate

$\frac{1}{2}$ 125
Total Value 1197.95

JUL 20 1895	Received as interest	15.00
SEP 4 1896	Received as interest	15.00
FEB 1- 1897	Received as interest	27.00
FEB 1- 1897	Received as interest	10.00
FEB 13 1897	Received as interest ^{150 x 2.50}	4.00
OCT 11 1897	Received as interest	40.00
NOV 15 1897	Received as interest	25.00
Dec 16-1897	Received as interest	20.00
Jan 19-1898	Received as interest	25.00

Pay to Gospel Advocate
Pub. Co. or order
David Lipscomb

Plffs Costs
 Clerk 994
 Sher 1.00
 atty 15.00
 Printer 5.00
 Depos 1.05
 Co clerk 1.25
 \$33.24

Gospel Advocate Pub led

v/ Bill Chy
 Foreign attachment
 James A. Tate et al

1898 1st Feby rules & pa
 2nd as to Jm M Tate & O.P.
 to J M Tate & D. N. & Conts
 " 2nd for O.P.
 " 2nd Feby rules D. N. Conts
 & to J M Tate & Conts of O.P.
 " 1st march rules taken the
 last monday in Feby
 O.P. Complete & Cause
 Set for hearing

To the Honorable H.A.W.Skeen, Judge of the Circuit

Court of Lee County Virginia:

The amended bill of your complainants David Lipscomb, E.G.Sewell, J.C.McQuiddy and J.H.Harden, partners, doing business under the firm name and style of "Gospel Advocate Publishing Company" of Nashville Tennessee, respectfully represents to the Court that they heretofore exhibited in this Court their original bill of complaint against James A.Tate and John M.Tate the object of which was to collect a promisory note for the sum of \$1160.95, dated January the 1st, 1895, and payable three years after the date thereof, with interest on said sum of money from the times stated in said note, which the said James A.Tate and John M.Tate executed to David Lipscomb for "Gospel Advocate Publishing Company" and which the said Lipscomb endorsed and said note became due to your complainants; and the credits to which said note is subject are set out in said original bill; and the further object of said original bill is to have the lands of the said James A.Tate attached and held liable for said debts, and to have a personal decree in the nature of a judgment against the said John M.Tate and the said James A.Tate, and said John M.Tate be held liable therefor and decreed to pay the same. The said lands of the said James A.Tate is the same set out in said original bill, the exhibits filed therewith, and the levy of the Sheriff endorsed on the attachment issued in this cause; the said John M.Tate was duly summoned in said original bill and an order of publication duly made against the said James A.Tate; the said James A. ^{Tate} and John M.Tate appeared by counsel and filed their answers to said original bill, to which the plaintiffs replied generally, and depositions were taken on the issue joined and such proceedings were had in said cause that resulted in the decree rendered, in this original cause and also of the same complainants against James A.Tate, ^{in the Cause} which were brought on to be heard together, ~~#####~~ on the 17th day of November 1898, by which a judgment was rendered in favor of said complainants against the said defendants for the sum of \$1160.95 with interest thereon from the 1st day of January 1895 subject to the credits as stated in said decree, and also for the sum of \$953.34 ^{against James A. Tate} with legal interest thereon from the 8th day of December 1896, till paid, subject to the credits as stated in said decree

and for costs in each of said cases against the parties ^{of said causes,} in each respect
ively, and also provided for a sale of the lands of the said James A.

^{in favor} Tate to satisfy the said decree, subject to the provisions and privileges
of John M. Tate as set out in said decree.

Your complainants herewith and herein adopt and make apart of ~~this~~
^{their amended} bill their said original bill, and all the pleadings and proceed-
ings had therein, the same as if they were ~~here~~ specifically and defi-
nitely herein set out.

Your complainants will further show to the court that since the
rendition of said decree of November the 17th 1898, one of the said
defendants, John M. Tate, has departed this life intestate, leaving sur-
viving him a widow, Rebecca Tate, and James A. Tate and Laura Garber
his heirs at law; and at the November term 1899 of this court one J. H.
Maness qualified as the administrator of the estate of the said John
M. Tate, deceased; and by decree rendered in said two causes on the
16th day of March 1900, this cause of complainants' was revived against
the said J. H. Maness administrator of the estate of the said John M. Tate
deceased, and leave granted to the complainants to file and mature
at rules such amended bill in either or both of said causes and making
such heir or heirs of the said John M. Tate deceased and such other par-
ties as they might be advised were necessary parties to said cause or
causes.

Your complainants are advised that by the death of the said John
M. Tate the provisions and privileges made in the said decree of November
the 17th 1898 in favor of the said John M. Tate, have ceased, and that
the complainants have the right to have the sale of the said lands as
provided for in the said decree, made and ~~executed~~ the said decree
executed free from the provisions and privileges made therein in fa-
vor of the said John M. Tate to satisfy the amounts decreed them as afore-
said, subject, however, to the provision made therein in favor of John
M. Tate Jr. and Howard W. Tate.

The object therefore of this amended bill is to collect the
amount of the judgments in favor of the complainants in the decree of
November the 17th 1898, and to have sale of the land or so much there-
of made for this purpose as is necessary to pay the same as provided

for in said decree free from the provisions and privileges made therein in favor of the said John M. Tate.

The prayer, therefore, ^{of} your complainants is that James A. Tate, John M. Tate, Jr., Howard W. Tate, Laura Garber, Rebecca Tate and J. H. Maness, administrator of the estate of John M. Tate deceased, be made parties to this amended bill and be required to answer the same, but not under oath that being expressly waived; that the decree of November the 17th 1898 ^{in said cause} be executed and the lands therein decreed to be sold or so much thereof as may be necessary to satisfy the amounts decreed the complainants, ~~be sold~~ and the costs of this suit and commissions of sale, ^{free from the provisions and privileges made therein in favor of the said John M. Tate,} be sold. And that such other and further relief may be granted to your complainants as is adapted to the nature of their case and agreeable to equity and good conscience. May spa. issue &c. And your complainants will ever pray. &c.

A. C. Sewell,
+
B. H. Sewell
p.g.

Gospel Advocate Publishing Co,
vs { Amended Bill
James A Tate et al

1900 2nd May rules
bill filed Spa & d
& accepted & D. N.
" 1st June rules taken
the last Monday in
May D. N. Conf and
Cause set for hearing
by plaintiff

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County, Virginia.

Your complainants, David Lipscomb, E. G. Sewell, J. C. McQuiddy, *and J. H. Harden,* partners, doing business under the firm name and style of "Gospel Advocate Pub. Co." of Nashville, Tennessee.

Who, humbly complaining, would respectfully represent that on Dec. 7th, 1896, James A. Tate executed to your complainants in their said firm name a promissory note for the sum of \$953.24, where by he promised and bound himself to pay to your complainants said sum of money, one day after the date thereof, and said promissory note is payable at the "First National Bank" meaning, of Nashville, Tennessee. On this note there has been paid the following sums:

Jan. 1st, 1897 ----- \$ 5.00

Jan. 2nd, 1897,----- \$10.00

The residue of said note is still due and owing to your complainants and is unpaid. This note, with said endorsements thereon is filed as part hereof.

The said James A. Tate is a non resident of the State of Virginia, but he is the owner of valuable real estate situated in the said County of Lee, and State of Virginia, being a reversionary interest in a tract of land conveyed to him by John M. Tate by deed bearing date on the 31st day of May, 1893, a copy of which said deed is herewith filed, marked "D", and prayed to be considered as part hereof.

By an inspection of which, the particular description of said land as to location, and the metes and bounds thereof, will be fully seen.

(2)

The object of this Bill, therefore, is to have the lands of the said James A. Tate ~~attachdd~~ upon ~~and~~ held liable for said debt as above set out; and that the said lands of the said James A. Tate or so much thereof as may be necessary sold to pay the **same**.

The prayer of your complainants therefore is that James A. Tate be made a party defendant to this Bill, that he answer the same but he need not do so upon oath, that being waived. And on a hearing, a decree be rendered against him for said debt, that said lands of said James A. Tate be attached and sold to pay the same, and that an order of publication be made against the said James A. Tate as the law requires, and that such other and further relief be granted to your complainants as is adapted to the nature of their case and agreeable to equity and good conscience. May supa issue, etc. And your complainants will ever pray, etc.

*B. H. Sewell and
Pridemore & Sewell
Attys.*

\$953 ²⁴

Nashville, Tenn. DEC 7 - 1896 189

One day — after date I promise to pay to the
order of Gospel Advocate Pub. Co. —
Nine Hundred Fifty-Three ²⁴/₁₀₀ Dollars,
at the First National Bank, for value received

James A. Tate

5

JAN 1- 1897 Cash — \$5⁰⁰

JAN 2- 1897 Cash — 10⁰⁰

Into 66⁶⁴

"Gospel Advocate Pub led"

Bill chy
v. Foreign attornit

jas a. Tate -

To the Honorable H.A.W.Skeen, Judge of the Circuit

Court for Lee County Virginia:

*** The amended bill of your complainants David Lipscomb, E.C Sewell, J.C.McQuiddy and J.H.Harden, partners, doing business under the firm name and style of "Gospel Advocate Pubg Co." of Nashville Tennessee, respectfully represents to the Court that they heretofore exhibited in this court their original bill of complaint against James A. Tate, the object of which was to collect a promisory note for the sum of \$953.24, dated ~~Dec. 7th~~ 7th, 1896 and payable one day after *the* date thereof, which the said James A.Tate executed to the said complainants in their said firm name, and subject to the credits as set out in said original bill, and to subject the lands of the said James A. Tate described in said original bill and exhibits therewith, and attached on for the ~~payment~~ of said note with interest thereon and costs of said suit or so much thereof as was necessary to be sold for said purposes; that the said James A.Tate was duly summoned by an order of publication duly made, published and posted; that the said James A. Tate appeared by counsel and filed his answer to said original bill, to which the plaintiff replied generally, and depositions were taken on the issue joined, and such proceedings were had that resulted in a decree rendered, in this original cause, and also in the cause of the same complainants against James A.Tate and John M.Tate which were brought on to be heard together, on the 17th day of November 1898, in which said decree a judgment was rendered in favor of the said complainants against the said James A.Tate for the sum of \$953.24 and legal interest thereon from the 8th day of December 1896, subject to the credits thereon as stated in said decree, and also for the sum of \$1160.95 against James A.Tate and John M.Tate and with interest on said sum from the 1st day of January 1895, subject to the credits stated in said decree, and for costs in each of said causes against the respective parties, and also provided for a sale of the lands of the said James A.Tate to satisfy the said decree, subject to the provisions and privileges of John M.Tate as set out in said decree.

Your complainants herewith and herein adopt and make a part of

this their amended bill, their said original bill, and all the pleadings and proceedings had therein, the same as if they were ~~here~~ specifically and definitely herein set out.

Your complainants will further show to the court that since the rendition of the said decree of November 17th 1898 the said John M. Tate, has departed this life intestate, leaving surviving him, a widow, Rebecca Tate, and James A. Tate and Laura Garber his heirs at law; and that at the March term 1900, of this court, to-wit, on the 16th day of March 1900, a decree was rendered in said two causes and leave was granted therein to the complainants to file and mature at rules such amended bill in either or both of said causes making such heirs or heirs of the said John M. Tate deceased, and such other parties, as they might be advised were necessary, parties to said cause or causes.

Your complainants are advised that by the death of the John M. Tate, that the provisions and privileges made in the said decree of November 17th 1898 in favor of the said John M. Tate, have ceased, and that the complainants have the right to have the sale of the said land as provided for in the said decree, made and the said decree executed free from the provisions and privileges made therein in favor of the said John M. Tate to satisfy the amounts decreed them as aforesaid, subject, however to the provision made therein in favor of John M. Tate, Jr., and Howard W. Tate.

The object therefore of this amended bill is to collect the amount of the judgments in favor of the complainants in the decree of November 17th 1898, and to have sale of the lands or so much therein made for this purpose as is necessary to pay the same as provided for free from the provisions and privileges made therein in favor of the said John M. Tate.

The prayer, therefore, of your complainants is that James A. Tate, John M. Tate, Jr. Howard W. Tate, Laura Garber and Rebecca Tate be made parties to this amended bill, and be required to answer the same, but not under oath that being expressly waived; that the decree of November the 17th 1898 in said causes be executed and the lands

therein decreed to be sold or so much thereof as may be necessary to
satisfy the amounts decreed the complainants, and the costs of this
suit and commissions of sale, be sold, free from the provisions and priv-
ileges made therein in favor of the said John M. Tate. And that such other
and further relief may be granted to your complainants as is adapted
to the nature of their case and agreeable to equity and good
conscience. May spa. issue &c. And your complainants will ever pray
&c.

D. C. Sewell,
B. H. Sewell,
R. J.

Gospel Advocate Pub Co,
vs { Amund Bliss
James A. Zatochal

1900 2nd May rules
bill ^{filed} Spa Executed
& accepted & D. N.
" 1st June rules taken
the last Monday in
D. N. Confd & Cause
set for hearing by
Plff

To the Honorable W. T. Miller, Judge of the Circuit Court of Lee
County, Virginia:-

----The separate demurrer and answer of James A. Tate to a bill exhibited against him and John M. Tate in this Honorable Court by David Lipscomb and others, partners doing business under the firm name and style of Gospel Advocate Publishing Company.

----Respondent is advised that said bill is not sufficient in law to call upon him to answer in this Honorable Court, and he demurs to the said bill and prays judgement of the said demurrer.

----And not waiving said demurrer, but relying and insisting thereon, should other or further answer be required of him, answering he says: That it is true that he together with his father, John M. Tate, executed the notes in the Plaintiff's bill mentioned; and he fully intends to pay the same, and he supposes that the plaintiff's have correctly given the credits to which said notes are entitled ~~to~~; and it is true that this respondent is a non-resident of the State of Virginia, but
/7 it is not true that he is the owner of valuable real estate situated in Lee County, Va., nor is he the owner of any interest in any real estate in said County and State; it is true he supposes that his said father on the 31st day of May 1893, attempted to convey to him a remainder in the tract of land then and now owned by ~~his~~ his said father. This deed was without respondent's knowledge and was voluntary upon the part of the said John M. Tate, and was never assented to nor ~~accepted~~ accepted by this respondent, and its execution and recordation was

unknown to respondent until several years after its execution. This respondent as before stated never accepted said deed, nor undertook to ~~com~~ comply with its conditions, and it will be seen from an inspection of a said deed that its terms and provisions can be defeated at any time at the pleasure of the said grantor, and as evidence that this respondent never accepted said deed, ^{as to said deed} it will be seen by an inspection of a deed herewith filed as part hereof from this respondent to the said John M. Tate marked "J. A. T." that this respondent on the 1st day of February 1898, released, relinquished, and reconveyed to the said John M. Tate all the right, title, claim and interest attempted to be conveyed to this respondent by the said John M. Tate in and to said tract of land. This respondent denies that he owns any interest in the said tract of land, that can be ^{attached or} subjected to sale for the payment of the plaintiff's claim or for any other purpose. And now having answered respondent prays to be hence dismissed with his costs.

L. J. Duncan,
Or. & Blankenship
attys for Respondent.

James A. Tate, By counsel

So much of this answer is contained in lines 17 to 38 but inclusions are excepted to, because it sets up no legal defense, in so far as it relies upon a re-conveyance to John M. Tate of the reversion after attachment.

Precedent & necessity.

Pub
Legal Advocate, Co

Ans of James A. Tate.

John M. Tate & als.

Filed in open Court and
by leave thereof June
the 15th 1898.

J. W. M. Clerk

Gate City, - Va.

March 11th

1898

Received of

A. B. Munsey, Clerk

Ten

Dollars

for Order publication of
Gospel Advocate Pub. Co.

Gospel Advocate Pub. Co.

19 \$10.00.

John A. Mahoney,
Pub. Gazette

Pub. Gazette

J. A. Mahoney's
Receipt for Q.P.
in The Gospel Advocate
Publishing covers
Lates

To the Honorable W.T. Miller Judge of the Circuit
Court of Lee County, Virginia.

The separate demurrer and answer of John M. Tate to a bill exhibited against him and James A. Tate by David Lipscomb and others partners doing business under the firm name and style of Gospel Advocate Publishing Company, in this Honorable Court.

Respondent is advised that said bill is not sufficient in law to call upon him to answer in this honorable Court and he demurres to the same and prays judgment of his said demurrer &c.

And not waiving said demurrer but relying and insisting thereon should other and further answer be required of him answering says that it is true that he together with his son the said James A. Tate executed the note in the plaintiff's bill mentioned. Respondent had no interest whatever in the subject matter of said note and derived no benefit whatever from it but simply executed the same as the surety of his said son. Respondent supposes that complainants have correctly given the credits to which said note is entitled.

It is true that said James A. Tate is a non resident of the state of Virginia but respondent denies that the said James A. Tate is the owner of valuable real estate situated in the County of Lee and state of Virginia, either reversionary or otherwise. It is true however that this respondent on the 31st day of May 1893 made a deed by which he conveyed or attempted to convey to the said James A. Tate a remainder in the tract of land then and now owned by this respondent. This deed was voluntary upon the part of your respondent and was never assented to by the said James A. Tate, its terms never accepted by him. Said deed was recorded in the Clerk's office of the County Court of this County at the instance and by direction of this respondent and the fact of its execution and recording was unknown to the said James A. Tate for some years after its execution. An examination of this deed will show that in the event of its acceptance by the said James A. Tate he was to pay to ~~the~~ John M. Tate Junior and Howard W. Tate the sum of \$200.00 each. No part of said sum has ever been paid by the said James A. Tate nor has he ever given his assent to pay it.

31 By an examination of said deed it will further be seen that your respondent reserved to himself the right of ownership of said premises during his natural life, the right to sell said premises at any time during his natural life but the proceeds of said premises upon such sale, by the consent of said James A. Tate, to be invested in other real estate or in such a way as the parties meaning your respondent and the said James A. Tate might agree. Under the terms of this provision of said deed the said James A. Tate even if he ever had assented to said deed would only take, as your respondent is advised a contingent remainder in said land subject to the lien of said \$400.00 aforesaid, liable to be defeated at any time by a sale of said land by your respondent, and respondent is further advised that such an estate is not liable to attachment or sale for any debt contracted by the said James A. Tate.

So far from ever accepting the terms of said deed the said James A. Tate by a writing bearing date on 1st day of February 1898 duly executed and acknowledged released and relinquished to your respondent any and all interest either real or supposed which was attempted to be conveyed to him by the deed of the said John M. Tate, thus evidencing in the strongest manner possible his refusal to accept said deed or assent to its provisions or comply with its requirements.

Your respondent will now show your Honor that he is a householder and head of a family residing in Lee county in the state of Virginia, and is advised that as such he is entitled to hold exempt from levy, seizure, garnishment or sale, under any execution, order or process of any kind his real and personal estate to the value of \$2000.00 in addition to the property exempt under sections 3650, 3651 and 3652 of the Code of Virginia and he here claims the full benefit of said exemptions against the debt here asserted against him by the complainant and he files herewith a paper headed "Homestead deed" setting apart and claiming the land here attached on and all and whatever interest therein as and for a homestead, marked exhibit "Homestead deed".

And now having answered said respondent prays to be hence dismissed with his costs.

John M. Tate by counsel

Wm. H. Shaw
C. S. Lunsford Attys.

So much of this answer as is contained in
lines 20 to 55 both inclusive is accepted to the
respondent is inteped to deny his own Con-
veyance and defeat the same by relying
on a conveyance back to himse after
attachment. served it is then too late.

In so far as respondent asks a homestead
in the reversion of the land conveyed by him
to James A. Tate is accepted to from line 56 to the
end of said answer.

Prillman & Swells.

John M. Tate

ans to Deeds & Answer

Georgel Aswerenti Co

Filed in open Court
and by leave thereof
June the 15th 1898
A B Murreey Clerk

To the Honorable W.T. Miller, Judge of the Circuit

Court of Lee County, Virginia:

The joint demurrer and answer of John M. Tate Jr. and H.W. Tate to a bill exhibited against them in this honorable Court by the Gospel Advocate Publishing Company.

Respondents say that they are advised that said bill is not sufficient in law to call upon them to answer in this honorable Court, but that there is a good cause for demurrer thereto and they accordingly demur to same.

And not waiving said demurrer but relying and insisting thereon, for answer thereto they say that they know very little of the facts connected with the conveyance mentioned in said cause, except what they learned by information received from the said John M. Tate by whom the provision was made in said deed for their benefit. The information thus communicated to them by the said John M. Tate, was that in the conveyance to his son, James A. Tate, he had required the said James A. Tate to pay each of them the sum of \$200.00 to be discharged in the way set out in said deed. This sum they claim as due to them and they insist that the same is a charge upon said land in their favor, which they ask shall be secured to them in this suit. And now having answered

they pray to be hence dismissed. They having complied in the fullest sense with all the requirements, and conditions attached to said provision in their favor, to the full satisfaction of the said John M. Tate

And now having fully answered they pray to be hence dismissed &c

*Orr & Blankenship &
C. T. Duncan
for Deft*

The Gashed Advocate Co.
vs { Sub of John M. Late Jr.
+ E. M. Late.

John M. Late et al
Filed Nov 15th 1898
A/B Munsey, Clk

To the Honorable, H.A.W. Skeen, Judge of the Circuit Court
for Lee County Virginia:

The joint answer of John M. Tate, Jr. and Howard W. Tate to an amended bill exhibited against them in this honorable Court by David Lipscomb and others partners doing business under the firm name and style of "Gospel Advocate Publishing Co."

Respondents say that it is true, that by decree entered in the original causes to which the present bill is an amendment, on the 17th day of November, 1898, a judgment against said land for the sum of \$200.00 each which would bear interest from said date, was rendered in their favor against John M. Tate and James A. Tate, or more correctly speaking they were declared by said decree to have a prior lien upon said tract of land for the sum of \$200.00 each.

These respondents will now show your honor that these sums and no part thereof have paid to your respondents or either of them, but the same are still due and owing together with the interest that has accumulated thereon since the 17th day of November, 1898, and they join with the complainant in praying that said land be sold and that the money due them be paid. And now having fully answered said bill they pray to be hence dismissed with their costs.

*C. T. Duncan
for Defts.*

Gospel Advocate Pub. Co.
vs. { Answer to
Amended bill.

John M. Tate et al

Filed in open court and
by leave thereof June
the 12th 1900.

A. B. Munsey Clerk

To the Honorable H.A.W.Skeen Judge of the Circuit Court
for Lee County, Virginia:

The separate answer of Rebecca Tate, widow of John M.Tate deceased to an amended bill exhibited against her and others, by David Lipscomb and others parties doing business under the firm name and style of "Gospel Advocate Publishing Company".

Respondent says that she has examined the allegations of said bill as carefully as she can and supposes them to be true, but having no personal knowledge of them she neither admits nor denies them.

Your respondent will now show your honor that, as above stated, she is the legal widow of the said John M.Tate; that she did not join in the conveyance made of the land in the bill mentioned, by the said John M.Tate to the said James A.Tate, and she avers that she is entitled to dower in said land and she asks that the same may be assigned to her in this suit and to this end she prays that this her answer may be treated as a cross-bill, if necessary, and she makes James A. Tate and Laura Garber parties defendant to said cross-bill and prays that they be required to answer the same, but they need not do so on oath, that being expressly waived; and she prays that upon a maturity of said cross-bill that dower be assigned her in the lands of her deceased husband, and for full general relief. And now having answered said amended bill as fully as she is advised it is material to answer the same, she prays to be hence dismissed.

C. T. Duncan
for Resp.

Gospel Advocate Pub.
Company

vs } Answer to
amended bill,

John M. Tate et al

Filed in open court
and by leave thereof
June the 12th 1900.

A B Munsey Clerk

To the Hon. W. T. Miller, Judge of the Circuit Court of Lee Co., Va.:

The demurrer and answer of James A. Tate to a bill exhibited ~~aga~~ against him in this Honorable Court by David Lipscomb and others, partners doing business under the firm name and style of Gospel Advocate Publishing Company. For demurrer thereto this respondent says ~~this~~ ^{said} bill is not sufficient in law, and he demurs thereto and prays judgment of his said demurrer.

But ~~sa~~ should any other or further answer be necessary, answering, he says: That it is true he executed the note in the bill mentioned and intends to pay the same, and it is true that he is a non-resident of the State of Virginia; it is not true that he is the owner of any real estate, or interest in real estate situated in Lee County, Va.; it is true, he supposes that his father, John M. Tate, on the 31st ~~daye~~ day of May 1893, attempted to convey to him a remainder in the tract of land then and now owned by his said father. This deed was without respondent's knowledge and was voluntary upon the part of the said John M. Tate, and was never assented to nor ~~##~~ accepted by this respondent, and its execution and recordation was unknown ~~to~~ ^{+ recordation} respondent until several years after its execution. [^] This respondent as before stated never ~~accepted~~ said deed, nor undertook to comply with its conditions, and it will be ~~seen~~ from inspection of said deed that its terms and provisions can be defeated at any time at the pleasure of the said grantor, and as ~~evidence~~ ²³ that this respondent ~~never~~ ~~accepted~~ said deed or so intended, it will be seen by an inspection of a deed herewith ³¹ filed as part hereof from this respondent to the said John M. Tate marked "J.A.T." that this respondent on the first day of February 1898, released, relinquished, and reconveyed to the said John M. Tate all the right, title, claim and interest attempted to ^{be} ~~##~~ conveyed to this respondent by the said John M. Tate in and to said tract of land. This respondent denies that he owns any interest in the said tract of land, that can be attached or subjected to sale for the payment of the plaintiffs claim or for any other purpose. And now ~~having~~ answered respondent prays to be hence dismissed with his costs.

C. T. Duncan,
Orr & Blankenship Attys for Respondent.

James A. Tate, By counsel.

This answer, from line 23 to 32 both
inclusive are excepted to, as not being
such matters as can be here pleaded.

The same does not set up any
legal defense. June 16 1898

Richard D. Hennessey.

Gasper Advocate Pub.

Co.

883 S. W. 4th St. St. L.

James A. Tate.

Filed in open court and
by leave thereof on June
the 15th 1898

H. B. Munsey Clerk

1 Gospel Advocate Publishing Co, Defts,
2 vs
3 James A. Tate et al Defts,
4 and
5 Same, Defts
6 vs
7 James A. Tate Defts
8 } In Chancery

8 These causes came on this
9 the 15th day of November 1901, to be
10 again heard upon the papers
11 heretofore read in said causes,
12 and the report and deed there
13 with, of Special Commissioner
14 D. C. Sewell, filed in said causes
15 on the 14th day of November 1901,
16 to which said report and deed
17 there are no exceptions, and
18 was argued by Counsel.
19 On consideration whereof, and
20 it appearing to the Court from
21 said report and deed that the
22 said Commissioner D. C. Sewell,
23 pursuant to the terms of the decree
24 of November 13th 1901, has conveyed
25 by said deed to the said Gospel
26 Advocate Publishing Co, the
27 said land heretofore purchased
28 by them in said causes, it is
29 adjudged, ordered and decreed
30 that the said report and
31 deed therewith be and the
32 same are hereby approved.

1 and confirmed, the fee
2 of \$500 to said Commissioner for
3 making said deed be allowed,
4 and the disbursements of costs
5 shown in said report by said
6 Commissioner are confirmed.
7 And it is further adjudged
8 ordered and decreed that
9 the purchase money bonds exe-
10 cuted by the said Gospel Advocate
11 Publishing Co. to said Commis-
12 sioner for said land be and
13 are hereby annulled, cancelled,
14 and ordered to be delivered up to
15 them.

16 And it is further ordered that
17 the Clerk of this Court deliver
18 said deed to the said Gospel
19 Advocate Publishing Co. for
20 recordation.

21 And on motion of the said
22 Gospel Advocate Publish-
23 ing Company it is ordered
24 that they be allowed at
25 any time they desire to
26 withdraw from ~~the~~ papers
27 in said Causes, the Exhibits
28 "H & J" filed with said Commis-
29 sioner Dr. Sewell's report
30 of Nov. 11th 1901, by leaving duly
31 certified copies thereof with
32 the said report and papers

in said Causes,

And there remaining nothing
further to be done in said
Causes, it is ordered that
they be stricken from the
docket.

32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1
Gospel Advocate Pub. B.

Deene Caufirm
no {ing Report of
{died & Confirmed

James A. Tate et al

Entered on City of B No 7
Pages 32 + 33

Enter this
Nov. 15th 1901.

It a w shen

1 Gospel Advocate Publishing Co, Dfts
2 vs
3 James A. Fattal, Dfts
4 And
5 Same
6 vs
7 James A. Fattal
8 Sub Chancery

9 These causes came on
10 again this the 13th day of
11 November 1901, to be again
12 heard upon the papers here
13 before read in said causes,
14 the report of Special Commis-
15 sioner D. C. Sewell, with exhibits
16 "H & J" therewith filed in
17 said causes on the 11th day
18 of Nov, 1901, and was argued
19 by counsel.

20 On consideration whereof and
21 it appearing to the Court that
22 there are no exceptions filed
23 to the said report, and said
24 exhibits therewith of said
25 Commissioner D. C. Sewell,
26 it is adjudged, ordered
27 and decreed that the said
28 report and exhibits therewith
29 be and the same are hereby
30 approved and confirmed.
31 And it further appearing
32 to the Court from said report
and exhibits "H & J" filed

1 therewith the plaintiffs
2 the said Gospel Advocate
3 Publishing Co, has purchased
4 the amount decreed to the
5 said Howard W. Tate and
6 John M. Tate Jr by decree
7 dated Nov, 17th 1898, and
8 and they the said plaintiffs
9 are ^{also} entitled to the residue
10 of the purchase money
11 bonds executed by them
12 for the lands purchased
13 by them in said cause,
14 and are now willing to
15 accept the land so purchased
16 by them and ask for a
17 deed be made to them
18 for said land. It is
19 further adjudged ordered
20 and decreed that D. C.
21 Sewell be and he is hereby
22 appointed a Special Com-
23 missioner for the purpose,
24 who will make execute
25 and acknowledge a deed
26 with covenants of special
27 warranty conveying to David
28 Lipscomb, E. G. Sewell, J. C.
29 McQuiddy and J. H. Harden
30 partners doing business under
31 the firm name and style
32 of Gospel Advocate Publishing

1 Company the land purchased
2 by them in said causes, and
3 in the bill and proceedings
4 mentioned and more par-
5 ticularly shown by the Report
6 of Commissioner D. H. Sewell
7 filed in said causes on the
8 21st day of May 1901, Subject
9 to the widow's dower therein
10 shown, and in making said
11 deed said Commissioner will
12 follow the description of
13 said land shown in the
14 report of L. M. Carrica,
15 J. P. Albert and James Olinger,
16 filed in said causes October
17 27th 1900. Said Commissioner
18 will report his action here
19 under to a future day of this
20 term of Court and until which
21 time these causes are continued.
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32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

Gospel Advocate.

Pub. Co.

of Decatur

James A. Farnsworth

Entered in
Chy. O. B. No 7. P 29

Enter this
H. A. W. Stearns
Nov. 13th 1901.

for the deferred purchase money
of said land sold in these Courts,
when the same becomes due,
and pay it over to the parties
~~taking their receipts for the same~~
entitled thereto, but the legal title
to said land herein sold will
be retained as additional security
for said purchase money note or notes.
It is further ordered that said
Clerk, D.C. Simmell, pay the money
in his hands for costs and dis-
bursements to the parties entitled there-
to, taking receipts for same, and
report his disbursements of same
to the next term of this Court, and this
Cause is continued,

Charles Advocate Pub. Co.

no receipt

James H. Fawcett

Entered on C.B. No 6.
P. 5-70.

Enter this

June 6th / 90.

H. W. Stone

Gospel Advocate Publishing Co Piffs
 vs
 James A Tate Deft { In ltry

Same Piffs
 vs Defts { In ltry
 James A Tate & als

By Consent these causes are heard together, thereupon they came on to be heard upon the original bills properly matured at rules, the attachments sued out & levied in each of the causes the demurrer and answer of James A Tate to each of said bills and the demurrer and answer of John M Tate to the last mentioned bill, the deposition of witnesses & was argued by Counsel. On consideration whereof the Court being of opinion that John M Tate & Howard M Tate are necessary parties, the plaintiffs by consent were permitted to amend their bills at bar making them parties, whereupon the said John M Tate & H. M. Tate appeared by Counsel & filed their joint demurrer and answer to which there were no exceptions or replication. On further consideration the Court is of opinion that the said James A Tate has a vested remainder

in the land in the bill mentioned
subject to the life estate of said John M
Tate with the privilege on his part
to sell the land as provided in said
deed & also subject to the equitable
charges thereon in favor of said
John M Tate Jr & Howard W. Tate but
the Court is further of opinion that
the land should not be exposed
to sale until it is ascertained
whether the said James A Tate
or the plaintiffs wish to avail
themselves of the method of
payment provided for in said
deed from John M Tate to James A.
Tate

Gospel Advocate Pub. Co, Reft,

vs

James A. Tate et al,
and

vs

Same

Reft

vs

James A. Tate Reft

In

Chancery.

Upon the Calling of these two causes, which are heard together, H. A. Owens by Counsel presented a petition ^{against J. M. Tate} and moved the Court to allow him to file said petition in said Causes, asserting a prior lien on the plaintiffs on the lands sought to be subjected. To the filing of said petition the plaintiffs by Counsel made objections, and the petitioners joined in said objections, and was argued by Counsel. On consideration whereof, the Court is of opinion that said petition should not be filed in said Causes, and adjudges orders and decrees that the lien sought to be enforced by said petitioner on the land in these Causes mentioned is not a lien on said lands, and that said petition is hereby rejected and dismissed, and these Causes are continued.

Gospel Advocate Pub. Co.

as { Series

James H. Tutwiler,

Entered on Chy Q. 13.

No 6 Page 527

Enter this

March 9th 1901.

H. A. W. Shum

Gospel Advocate Publishing Company.....Plaintiff)
 Vs.
 James A.Tate,..... Defendant)
 And) In Chy.
 Gospel Advocate Publishing Company..... Plaintiff)
 Vs.
 James A.Tate et al..... Defendant)

These two causes came on this the 16th day of November, 1900, to be again~~st~~ heard together upon the papers formerly read in the causes and the report and plat filed therewith of L.M.Carmical, J.P.Albert, and James Olinger, Commissioners, filed in these causes on the 27th day of October, 1900; and was argued by counsel. On consideration whereof, and no exceptions having been filed to said report, it is adjudged, ordered and decreed that said report and the assignment of dower therein made to the widow of John M.Tate, deceased, be and the same is hereby approved and confirmed, and the said widow to have and to hold the said dower so assigned to her for and during her natural life. And it is ordered that the Clerk of this Court will make and deliver to the Clerk of the County Court, copies of the decree directing said assignment of dower, of the report of said commissioners making said assignemnt, with the plat filed therewith, and of this decree, to be recorded and indexed in the book kept for the recordation of deeds in his office. It is further adjudged, ordered and decreed that D.C.Sw Sewell, who was appointed a special Commissioner for the purpose, will proceed to execute the decree of sale heretofore entered in these causes on the 17th day of November, 1898, upon the terms therein stated. Said Commissioner will sell the lands of James A.Tate in said decree to be sold subject to the dower assigned to the widow of John M.Tate, deceased, as aforesaid, but free from the claim of the life estate of the said John M.Tate, now deceased, and free from the homestead exemption claimed by John M.Tate upon said land, and also free from the said John M.Tate's privilege to sell said land and re-invest the funds arising therefrom. Said sale of said land will be made to satisfy the recoveries ^{in said decree} in favor of the plaintiffs and for the amounts decreed Howard W.Tate and John M.Tate, jr.

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115-
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356

But the defendant James A. Tate is entitled to the following additional credits on the recovery^{of} of \$1160.95 against him and John M. Tate, to-wit: \$10.00 paid November the 1st, 1898, \$15.00 as of November 2nd, 1898, \$30.00 as of November 2nd 1899, \$30.00 as of December 6th 1899, and \$30.00 January 1st 1899. Said Commissioner will follow the directions of the decree for sale of November the 17th 1898 in all other respects except, he will require to be paid in hand at this sale all costs which have accrued since the payment of costs heretofore made to him by John M. Tate in his life time in these causes, and the commissions of sale, and these commissions he will ^{also} require to be paid in hand. ~~And these causes are~~

~~continued.~~
Said Commissioner will report his action hereunder to the next term of this Court, and these causes are continued.

Gospel Advocate Pub Co
no { Decree
James A. Zetserthal

Entered on Leahy O.B.
No 6 Pages 466 & 7

Enter this
H A W Shuen
Nov, 16th 1900.

(3)

Gospel Advocate Publishing Company, Plaintiff,)

Vs.)

James A. Tate Defendant)

and

) In Chy.

Gospel Advocate Publishing Company..... Plaintiff)

Vs.)

James A. Tate et al..... Defendants)

These two causes came on this the 13th day of June, 1900, to be again heard together upon the papers formerly read in the causes and the amended bills of the plaintiffs filed in each of said causes which have been matured at rules, and the joint answers of John M. Tate, Jr. and Howard W. Tate to said amended bills and the separate answer of Rebecca Tate to said amended bills filed this day by leave of the court to which said answers the plaintiffs reply generally, And was argued ~~generally~~ by counsel. And it appearing to the Court that process *Laura Garber Adm'r of J M Tate's estate* has been duly served upon ~~Laura Garber~~ and accepted by James A. Tate and that neither have appeared answered, plead or demurred to said bill the same ~~was~~ taken for confessed against each of them. On consideration of all of which the court is of opinion that the plaintiffs have the right to have the sale heretofore decreed by a decree entered in said causes on the 17th day of November, 1898, of the lands in the bill and proceedings mentioned, sold free from the claim of the life estate of the said John M. Tate now deceased, and free from the homestead exemption claimed by him upon said land, and also free from the the said Tate's privilege to sell said lands and re-invest the funds arising therefrom, and the court is further of opinion that the widow of the said John M. Tate is entitled to dower in said lands, she not having united in the deed by which he conveyed the same to the said James A. Tate, on consideration of all of which it is adjudged ordered and decreed that L.M. Carmical, J.P. Albert and James Olinger, who are appointed commissioners for the purpose, do go upon the land in the bill and proceedings mentioned and assign to the widow of the said John M. Tate deceased one equal third in ~~the~~ rental value of said land ~~including in the boundary assigned to said widow the mansion~~

~~house of the said John M. Tate~~ to have and to hold during her natural life, *They will report their action to this Court till which time these causes are continued.*

Gospel Advocate Pub. Co.

vs { Decree

James A. Galo et al

En-on C. B. No 6
p 4 20.

Em

Hawes

6/13/1900-

Gospel Advocate Publishing Co. Plffs,

vs

James A. Tate def.,

Same

Plffs,

vs

James A. Tate et al def.,

In
Chancery,

Upon the calling of these two causes, which are heard together, it having been suggested of record that John M. Tate, one of the defendants, in said second styled cause, has died, and that J. H. Mauness has qualified as his administrator, at the November Term 1899, of this Court.

On motion of the plaintiffs and by consent of the said administrator by his counsel, said second styled cause is revived against the said J. H. Mauness administrator of said John M. Tate deceased, and will hereafter be prosecuted against him, and on the further ^{motion} of the plaintiffs leave is hereby granted them to file and mature at rules such amended bill in either or both of said causes as they may be advised is necessary, and in said amended bill or bills make such heir or heirs of the said John M. Tate deceased and such other parties as they may be

Gospel Advocate Pub. Co.

vs Decree

James A. Zatochal

Entered on July 27, 1880
No 6 Page 379 & 80

Enter this

N. A. W. 5111

March 16th 1910

advised are necessary, parties said
cause or causes, and said causes
are continued

Gospel Advocate Publishing Company, ²⁴ St. L.

^{vs}
James A. Tate ~~et al~~ Opts. }
^{and} }
Same Dep. }
^{vs}

James A. Tate et al Opts
By consent these causes are
heard together. Thereupon they came
on to be heard upon the original
bills properly returned at rules,
the attached record and
levied in each of the causes,
the demurrer and answer of
James A. Tate to each of said bills
and the demurrer and answer
of John M. Tate to the last mention-
ed bill, the depositions of wit-
nesses, and was argued by
counsel. On consideration
whereof, the Court being of
opinion that John M. Tate
Jr and Howard W. Tate are
necessary parties, the plaintiffs
by consent were permitted to
amend their bills, at and
making them parties, whereupon
the said John M. Tate Jr and Howard
W. Tate appeared by counsel
and, ^{filed} their joint demurrers and
answers, to which there was
no exception or replication.

On consideration the Court is
of opinion ~~that said decesses~~
~~and each of them be and each~~
~~of them is hereby awarded.~~ And
~~the Court being further of opinion~~
that the said James A. Tate has a
vested remainder, in the Lee County
Lunch in the bill mentioned, sub-
ject to the life estate of John M. Tate
and, with the privilege on his part
to sell the ~~same~~ land as provided
in said deed and also subject to the
equitable charges thereon in favor of
said John M. Tate Jr. and Howard W. Tate.
But is further of opinion that same
should not be exposed to sale until
it is ascertained whether the said James
A. Tate or the plffs wish to avail
themselves of the method of payment
provided for in said deed from John
M. Tate to James A. Tate. But the plffs
and the said James A. Tate, by
Counsel in open Court, waiving
said mode, and admitting that
John M. Tate & Howard W. Tate
have married and settled & become
morally disposed.

It is accordingly ordered and decreed
that the plffs recover from John M.
Tate, and James A. Tate the sum
of \$1160.95, and interest thereon

from the 1st day of January 1895
 Subject to the following Credits
 \$15. paid July 20th 1895 \$15 paid Sept 4th 1895
 27 " Feb. 1st 1897 \$10 " Feb. 1st 1897
 14 " " 13 1897 \$40 " Oct 11 1897
 25 " Nov. 15 1897 20 " Dec. 16 1897
 25 " Jan. 19 1898 20 " May 20 1897
 20 " July 29 1898 10 " Sept 1st 1898
 10 " Sept 30 1898.

126
 115
 241
 256
 266

And that the plffs recover from
 James A. Tate the sum of
 \$953.24 — and legal interest
 thereon from the 8th day of Dec.
 1896 till paid. And that the plffs
 subject to a credit of \$5. paid Jan 1st 1897. \$10. paid Jan. 2nd 1897. 10.
 recover from the said John M. Tate
 and James A. Tate, the Costs of the
 first named suit, and from
 James A. Tate the Costs of the second
 named suit. And unless these
 sums be paid to the plaintiffs
 by John M. Tate or James A.
 Tate, or some one for them
 within twenty days from the
 rising of this Court, then
 D.C. Seincee who is hereby
 appointed a Commissioner
 for the purpose will sell
 the interest of James A. Tate
 as set out hereinbefore in the
 lands in the bill mentioned
 and attached on in these
 causes, or so much thereof
 as may be necessary to pay
 the same, and the Costs

of these suits, subject however
to the life estate of John M. Tate
and the privilege of John M.
Tate to sell the same as pro-
vided in said deed of John
M. Tate to James A. Tate on
file in the papers of these
causes, and subject to the
equity of John M. Tate for and
Howard M. Tate for two
hundred ^{dollars} each as provided
^{as are hereby to constitute the first liens} in the deed aforesaid. He
will make said sale by
public outcry to the highest
bidder on some court-
day in front of the Court-
house door, on a credit of
one, two and three years,
except so much as may
be necessary to pay costs of
suits and sale, which he
will require paid in hand,
and for the residue he will
take bonds payable to himself
as Commissioner, bearing
interest from day of sale
on the time aforesaid, with
good personal security.
But before proceeding to
make sale under this
decree, or to execute the

same, will execute bond
before the clerk of this
Court, in a penalty of
four thousand dollars
conditioned as the law
directs,

He will then advertise
the said land by posting
notice for at least thirty
days prior to said sale, on
the front door of the
Court house of this County
and at two or more public
places in said County, one
of which shall be in the
vicinity of said land
setting out the time, terms
and place of sale.

The recovery hereunder
against John M. Tate is subject
further to his homestead ex-
emption to the property claimed
by him in his answer, But
the plaintiffs have leave
to hereafter show if they can
and are so advised that
the property so claimed by the
said John M. Tate or and for a
homestead is of greater value
than the amount allowed him
by law. Said Commissioner
will report his action hereunder

Gospel Advocate Pte.
to E. Beebe
James A. Talcott

Eu. A. B. 6 p. 232
233, 234 + 235-

Enter this
M. J. M.
Nov. 17th / 898.

both next to the court
and the same are
continued.

Hospital Advocate Pub. Co.
against
J. ~~John~~ M. Tate } Inshy-

On motion of the defendant
leave is given him to file his
demur & answer which is done,
on which answer the plaintiff
endorses exceptions. Said exceptions
being argued by counsel are
over-ruled. Thereupon the plaintiff
replies generally and the
cause is continued.

Gospel Advocate Pub Co

ms } Decree - 1 -

John M. Tate

June 1. 1898

Eu. C. O. B. 6 p. 170.

Enter this

W. J. M. 1898
June 16, 1898

Gospel Advocate Publishing Co
against

John M. Tate & James A. Tate } Luck

On motion of the defendants
leave is given them to file their
separate pleas & answers which
is done, on each of which answers
the plaintiffs endorsed exceptions.

Said exceptions being argued
by counsel are over-ruled. Thereupon
the plaintiffs replied generally and
the cause is continued.

Gospel Advocate Pub. Co.

vs } Dece - 1 -

James a Tate & others

June 7. 1898

Eu. Co. B. 6 p. 191.

Enter this

M. J. M. J. J. J.
June 16 / 8.98.

To Messers James A. Tate and John M. Tate,

You are hereby notified, that ~~on~~ the 6th day of October, 1898,
~~at~~ the office of M.H. Meeks, 42 Chamber of Commerce Building, in the
City of Nashville, in the state of Tenn. ~~we~~ shall proceed to take the
depositions of David Lipscomb and J.C. McQuiddy and others to be read
as evidence in our behalf, in two certain suits in equity, depending in
the Circuit Court for the County of Lee and state of Virginia, wherein
David Lipscomb, E.G. Sewell, J.C. McQuiddy and J.H. Harden, partners doing
business under the firm name and style of Gospel Advocate Publishing
Company, are plaintiffs, and James A. Tate and John M. Tate are defendants,
and David Lipscomb E.G. Sewell, J.C. McQuiddy and J.H. Harden partners do-
ing business under the firm name and style of Gospel Advocate Publish-
ing Comapny are plaintiffs, and James A. Tate is defendant; and if from a
any cause the taking of the said depositions be not commenced, or if com-
menced, be not concluded on that day, the taking thereof will be ad-
journed from day to day, and from time to time, and from place to place,
until the same shall be completed.

This the 26th day of Sept. 1898.

Respectfully,

David Lipscomb, E. G. Sewell,
J. C. McQuiddy and J. H. Harden,
partners, doing business under the firm
name and style of Gospel Advocate
Publishing Company.

By Counsel,

Pridemore Sewell, atty.
D. H. Sewell, for deffs.

Gospel Advocate Pub. Co.

vs notice.

James A. Tate et al.

Legal Service of
the within notice
is accepted.

This the 26th day of
September 1898.

L. T. Sumner

Att. & Blankenship

for Defts

The depositions of J. C.
McQuiddy and David Lip-
scott taken before me,
W. M. Bates a Notary Public
in and for the County of
Davidson in the State of
Tennessee, pursuant to
notice hereto annexed, at
the office of M. W. Murke,
42 Chamber of Commerce
Building, in the city of
Nashville, in the State
of Tennessee, the said
J. C. McQuiddy on the
6th day of October 1898
and the said David Lipscomb
on the 7 day of Oct. 1898,
to be read as evidence
in behalf of David Lipscomb,
E. G. Swell, J. C. McQuiddy
and J. H. Hardin, partners
doing business under the
firm name and style of
Isaiah Advocate Publishing
Company, in two certain
suits in Equity, depending
in the Circuit Court for Lee
County Virginia, wherein

David Lipscomb, E. G. Sewell
J. C. McQuiddy and J. W.
Harden, partners doing
business under the firm
name and style of Gospel
Advocate Publishing Com-
pany, are plaintiffs
and James A. Tate and
John M. Tate are defendants
And David Lipscomb E. G.
Sewell, J. C. McQuiddy and
J. W. Harden partners doing
business under the firm
name and style of Gospel
Advocate Publishing Company
are plaintiffs and James
A. Tate is defendant.

Witness J. C. McQuiddy,
after being duly sworn,
deposes as follows:

Ques 1 State your age, occupation
and place of residence

Ans 1 39 yrs old, religious
publisher and minister
of the Gospel, 519 Father-
land St. Nashville, Tenn.

Ques 2 State whether or not
James A. Tate, one of
the defendants in this case
ever mentioned in your
presence and hearing the
fact, that he was the
owner of real estate
in Lee County Virginia
deeded to him by his
father Jno. M. Tate, the
other defendant herein,
of Lee County Virginia;
state all you may
have heard him say at
any time or times in
reference to said land,

if anything.

Ans. 2

He did. In the latter part of 1893 or the early part of January '94 he told me he had a farm in Lee County, Virginia deeded to him by his father, his father making a life interest; at the same time he mentioned his life insurance and a house and lot in West Nashville on which he had paid something. He stated also in this connection that he expected to start a prohibition paper and wished me to do the printing.

Ans. 3.

If the said Jas. A. Tate used language in connection with his ownership of said land as a basis of credit to your firm, or for credit, state all that he said about it in

that connection.

Ans. 3

He did. In the statement made in the latter part of '93 or the early part of Jan. '94 he stated that the farm was worth from five to ten thousand dollars and that while he fully expected to meet all the obligations of the paper if he should die ~~the~~ and leave a debt the land would amply secure it.

Ques 4

If you have any letters or writings signed by Jas. A. Tate to your firm or to you, referring to said conversation, or to said land deeded to him by his father, please file them as parts of your deposition, marked and numbered so as to be

identified.

Ans. 4

I have one letter from Rogers City, Texas dated Nov. 4 1895, addressed to myself, bearing upon the subject of the conversation which I have with file as a part of my deposition and which is marked "Exhibit A". I also have a letter from him dated May 19 1897 written on a circular letter stock which he had sent out announcing the opening of his school at the Fayetteville Collegiate Institute. This letter bears upon his giving security upon his debts and notes which I had urged him to do in a conversation as his note could not be used in a Court without real estate as collateral; which I also file as part of my deposition - which is marked (Exhibit B)

Ques 5 I saw in the latter exhibit (TB) last above filed, reference is made to the solvency of his debt if there had been anything said as to his giving security what was it and who did he offer as security?

Ans 5 In the latter part of 1896 in a private conversation I had urged him to have his father join in a mortgage ~~on~~ to the Gospel Advocate Publishing Co. on the land in Lee County in Virginia proposing to allow the mortgage to run for 5 years if necessary. I showed him that the note would thus be of service to us in our business. He promised me he would see his father in the early part

of '97 and please the whole matter before him

Ques. 6 State whether or not the land in Virginia which you asked him to join with his father in a mortgage to your Company, was the land which he had told you had been deeded to him by his father, in which his father retained a life estate

Ans. 6 It is the same land,

Ques. 7 State whether or not you wrote any letter or letters to him bearing upon the subject of this mortgage, and if so did you or not preserve copies of said letters and if so will you please file them as part of your deposition in this case.

Ans. 7 I have the original of a letter which I wrote him on May 8, 1897 and which was returned to me by him which bears upon the subject and in which I allude to his promise to see his father. I also wrote ~~another~~ another letter to him of April 15 '97 bearing upon the same subject the copy of which I preserved and now have. I file the two as exhibits to my deposition — The original letter I mark as "Exhibit (Q)" and the copy as "Exhibit (D)"

June 8 State whether or not the defendant Jos. A. Tate refused finally to join his father in a mortgage of said property and whether he said any-

of his property you
examined his property
in that Nashville and
compared with any real
estate agent of this
city as to its value

Ans 9

I did, getting Bro.
H. H. Dodd, a former
real estate dealer off to
estimate the value of
the house and lot. He
said it was worth no
more than the debt on
it and that he would
take to pay that for it.
I had told him of the
land in Virginia of
which Jas. A. Tate had
informed me shortly
before the beginning of
his journey. He said that
I was not safe by holding
the joint note of Jas. A.
Tate and Mrs. M. Tate
the only note which we
held at the time and

urged me to investigate
at once the land in
Va. and if as represented
by Jas. a Tate that I
should get his father
or them together to join
in a mortgage to us.

Quers 10

Then any payment
or payments at any
time made on this
debt after suit was
instituted in Virginia
if so give date and
amount.

Aug 10

Your there have been
payments made since
that time as follows:

May	20	'98	\$20.00
July	29	'98	20.00
Sept.	1	'98	10.00
"	30	'98	10.00

June 11

State to which note
the foregoing payments
were applied as credits.

Ans 11 By instructions of Jas. A. Tate these credits were applied to the note of Jan. 1, 1895 which note is jointly made by Jas. A. Tate and J. M. Tate.

Ques 12 What position had you with the Gospel Advocate Publishing Co. at the date of the Transaction which is the subject of this suit and during the time of the conversations and correspondence hereinbefore referred to.

Ans 12 That of General Manager.

Ques 13 Was this Transaction ever brought within your special duties as general manager?

Ans 13 It was.

June 14 Please state whether the letters, copies of which are herein exhibited, were deposited in the mail after having been addressed to Jas. A. Tate giving his proper Park Office address.

Ans. 14 They were.

June 15 Why was if the original letter herein exhibited was returned to you if you know?

Ans 15 I don't know why.

June 16 Has it ever referred to afterwards by Mr. Tate?

Ans 16 Yes in his letter of May 19 1897 which is here filed as Exhibit (TB). Since my attention has been called to the matter, he must have returned it that I might see the

letter to which he was
replying.

Ans 17. Where did the conversation
occur between you and
Jas. A. Tate in which
he told you of his
father having deeded him
an interest in the land of
you remember.

Ans 17 In the Gospel Advocate
Building 232 N. Market
St., Nashville, Tenn. on
the third floor in a
little room occupied
as an editorial office
on that floor.

Further ^{this} deponent said not.

J. L. McWhiddy

The further taking of these depositions
adjourned till to-morrow morning
at 9 o'clock

W. M. Bates

Oct 6th 1898.

Notary Public

1

Taking of
Further depositions named
in pursuance to order of ad-
judgment of yesterday
Oct 7, 1898.

H. M. Bate

Notary Public

^{another witness}
David Lipscomb, being next
duly sworn deposes as
follows:

Ques 1 State your age, occupation,
and place of residence.

Ans 1 Within a few months of
68 years old, occupation
preacher and editor, residence
near Nashville, Tenn.

Ques 2 Please state if you ever
heard James A. Tate, the
defendant in this case, say
anything about having
an interest with his
father in any real estate
in the state of Virginia
or make any statement
bearing upon this subject,
if so state what it was.

when it was, as nearly
as you can, and the
circumstances under
which the statement was
made.

Ans. 2.

For some reason Mr Tate
desired advice to talking
with me on the subject
of his indebtedness to the
Company, but on our ac-
casion which was a year
or so after the first note
was given and after he
began to fall behind again
with his payments - at
our business place at
232 N. Market St. at
the counter on the first
floor, he and Mr Quiddy
were talking over the
matter and I came up
and suggested to him (Mr
Tate) ^{and make the debt secure} that he give a
mortgage on the property
that he had spoken of
as the joint property of

himself and his father
in Virginia and that
we could give him then
from 3 to 5 years time
on it. He said that the
debt was already secured
and that the land was
so deeded to them (himself
and his father, that
neither could sell
without the consent
of the other.

Ques 3 State whether or not,
if you know, your company
extended any credit to the
defendant on the basis
of his statements and
representations that he
owned an interest in real
estate in the state of
Virginia.

Ans 3 Yes The whole credit
was extended to him on the
basis of his owning an
interest in real estate in
the state of Virginia on

statements made by him
to our business managers,
and also in my presence
together with our reliance
in an effort on his part
not to shirk or avoid the
payment of the debt by
seeking to dispose of his
interest in the land without
first paying it.

Ques 4 Please state whether or
not you wrote any letters
to Jas. A. Tate at any time
relying upon his indebtedness
to the company, and if so
were those letters deposited
in the mail after having
been properly addressed
to him; and state also
if you kept true and
correct copies of those letters
and have them now and
if so you will please file
them as a part of your
deposition marking them
so as to identify them.

Ans 4 I did write two letters to him the first one dated Dec. 13, 1897, and the other Nov. 18, 1897, and properly addressed ~~in~~ ~~envelopes~~ and inclosed in the Company's stamped envelopes and were deposited in the mail. I did preserve correct copies of them and now have them and file them as part of my deposition marking the letter of Dec 13th as "Exhibit E" and the letter of Nov. 18th as "Exhibit F"

Ques 5 If you received any reply to either of these letters from the defendant and have the same, please file it as part of your deposition, marking it so as to identify it.

Ans 5 I did receive a reply to one of the above letters and have it and mark it a part

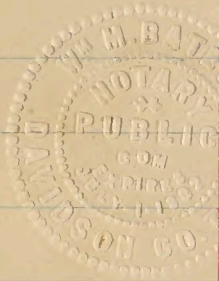
of my deposition, said
reply bears date of Dec
20, 1897 and for the
purpose of identification
is marked Exhibit "B,"
and the envelope enclosing
it also marked Exhibit B.
Further ^{this} deponent with
not.

David Lipscomb

~~James~~

State of Tennessee, County
of Davidson:

I, Wm M Bates,
a Notary Public for the
County of Davidson in
the said State do hereby
certify that the foregoing
depositions of J. C. McQuigg
and David Lipscomb were
duly taken, sworn to, and
subscribed before me,
at the time and place,
and for the purpose in
the caption hereto men-
tioned.



Given under my hand
and notarial seal, This
The 7th day of October
1898.

Wm M. Bates
Notary Public.

Notary Public's fee taking and	
depositions	\$ 2.00
postage	.10
Total	\$ 2.10

Wm M Bates
N.P.

Exhibit (A) 1

Rockwell City - Texas,
Nov. 4th 1895-

J. C. McQuiddy

Nashville

Tenn -

Dear Bro M^c.

yours of the 30th before me -

1. I believe you ought to let me have the Bible at cost to you. I think it costs you 1.50 and freight on 40 Bibles
2. Suppose the express had been 5.00 - the postage that I will pay ~~would have been~~ \$72.00.
3. I do not owe the house for a single Bible and have paid for one to be sent me by mail to Rockwell Texas that never came.
4. My debt with your house is not on the increase and I see no good reason for you to be continually reminding me that it shall not increase. It may simply be habit with you.
5. I am very grateful to you and the firm for past favors and will pay you and the firm every dollar with interest as I can. Before you ever printed a paper for me I gave

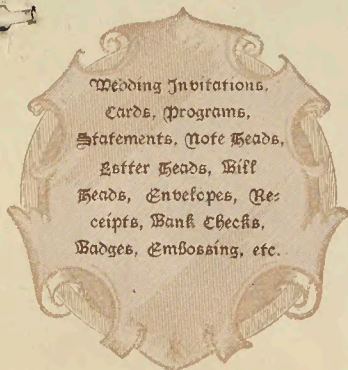
you a full statement of my prospects
and purposes. You told me to go
ahead. I did it. I am living to
my contract the best I know
and am able.

I write this in all kindness. A
horse pulling his best does not
like to have the whip pop under
his flank simply because the
driver is able to pop it.

When you find me shirking or
dodging a duty that will be time
to touch me up.

your friend
James A. Tate

NOV 6 - 1895



(E)
Gospel Advocate Pub. Co.
Printers, Publishers, and Binders,
232 North Market St.

TELEPHONE 357.

HIGH
 GRADE
 WORK A
 SPECIALTY.

GIVE US A TRIAL ORDER.
 SATISFACTION
 GUARANTEED.

(Copy)

Nashville, Tenn., Oct. 13, 1897. 189

Dear Bro. Tate:-

While the business was going on I sometimes sought to talk with you and Bro. McQuiddy about the matter. You always managed, whether intentionally or not, to keep me from it. It is not fair after that and when you are in the trouble to turn it over to me. Bro. McQuiddy is our business manager and I shall not take the matter out of his hands. I have full confidence in his desire to do right and to be as lenient with you as possible. Unfortunately for us we have the reputation of being solvent, so our debtors think we can carry them and we are badly pressed in matters. You have somehow made the impression on us that you are somewhat indifferent to the payment of the amount due us.

We have offered if the amount is secured so that we could use it as collateral and make its final payment sure, we could give you ample time to pay it. We think when we do this you ought to show some disposition to help us in the matter. A mortgage making it secure would lengthen the time of payment, and make it easy to you. I suppose you do not wish to ask your father to mortgage his home, but he is already bound on the larger note, and he might be shown that it would extend the time.

Bro. McQuiddy says you have been reluctant to make promises as to what you will do, then fail to comply. We think this latter has been from inability. Neither he nor I wish to annoy you or press you. But we think you ought to be willing to make us secure. You could do it subject to your father's prior claim without affecting him. This might be satisfactory as to later note. Then we think you ought to give us some definite promise as to what you will do as to payments monthly or otherwise and try to comply with them. Can you pay us \$100 a month with a reasonable degree of assurance? If not, what may we reasonably depend on? We feel that you have not met our propositions to give time or be lenient with a corresponding disposition to do what you can to help us. All of which is plainly but kindly submitted by

Your friend and brother,

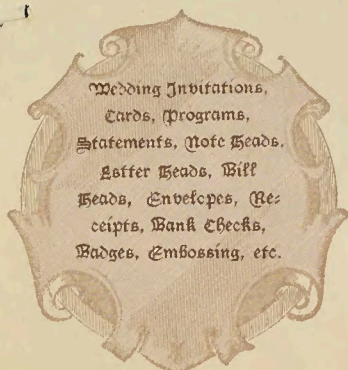
Signed David Lipscomb

D. LIPSCOMB.

E. G. SEWELL

J. C. McQUIDDY.

J. H. HARDEN.



Ex (F)
Gospel Advocate Pub. Co.
Printers, Publishers, and Binders,
232 North Market St.

TELEPHONE 357.

(Copy)

HIGH
 GRADE
 WORK A
 SPECIALTY.

GIVE US A TRIAL ORDER.
 SATISFACTION
 GUARANTEED.

Nashville, Tenn., Nov. 18, 1897.

189

Dear Bro. Tate:

Perhaps it is right for me to suggest to you that we often forget things without intending wrong. While I was not consulted by you in the matters, certain facts came to my knowledge that stand against your statement in your letter. Your ability to pay losses that might accrue was canvassed by you and Bro. McQuiddy. The house you had bought was mentioned by you. McQuiddy got Bro. Dodd, an old real estate dealer, to go and look at it and give his judgement as to whether it could be relied on to secure more than the mortgage on it. He decided it could not be. You spoke of *your* policy on your life. You told of your interest in the land in Virginia. We would have known nothing of it had you not presented it as good security. You then did give # your father as security on the first note given, with the distinct promise that you would keep even from that time on. When I proposed that if you would bind the land legally and keep the interest paid you could have five years on it you insisted you did not want that time, you would pay that off in two years. Security was talked of. You did give your father as security, and did promise to keep even from that time forward.

You did, last year, promise to talk to your father about going security on new debts. I did not ask you to give your friends as security. I only asked you to secure it by your interests in land, which you had proffered and led us to believe would make it secure. I do not think this unreasonable or unkind in us. I do think it ~~is~~ unreasonable in you to refuse it.

Truly your friend and brother,

(Signed)

David Lipscomb,

After 5 days, return to
JAMES A. TATE,
FAYETTEVILLE, TENN.

SEP 19 - 8 5:100

Ex (Is)



David Lipscomb
Nashville

Tenn

NASHVILLE
— TENN. —
OCT 20 8-1PM 1917

W. J. Cook

JAMES A. TATE, Principal.

Ex (G.)

Fayetteville, Tenn., Oct 20th 1897.

Dear Bro. Lipscomb,

I had no intent to have you take charge of my business relations with the Gospel Advocate Co. I wrote that you might know the facts.

Your letter is the first intimation I ever had that you ever wanted to talk with me about the business. Your manager mentioned talking with you once or twice, but never mentioned to me that you desired the interview.

I am sorry I have made an impression of indifference about the debt, I am sure such is not my state of mind.

If your manager had told me he was going to ask me to go to my friends and get them to go my security for debts contracted for the Pilot I certainly would not have begun its publication.

I did not think it fair to ask me ~~at~~

JAMES A. TATE, Principal.

Fayetteville, Tenn., 189

I do not think so now. I am doing what I can to pay the bill and expect to keep at it until it is done. I expect to make a payment each month. The amount will depend on my ability. How can I do more?

your friend

James A. Tate

Gospel Advocate Pub. Co

Depositions

James A Tate et al

Received by mail in
good condition and
filed Oct 8th 1898

A. B. Munsey Clerk

JAMES A. TATE, Principal.

*Exhibit (73)**Fayetteville, Tenn. May 17, 1897.*

My Dear Friend:

I have again been selected as Principal of the Fayetteville Collegiate Institute, and will open the Institute for students Monday, August 30, 1897. A Faculty of experienced teachers will be associated with me.

It will be my purpose to make the Institute first-class in every department. My entire attention will be given to the school work during the school session, and my highest ambition will be to increase the usefulness of this institution of learning. The Institute has already an excellent educational character. It does honest work without pretense or sham.

I am free to ask your patronage believing the school, in its management and teaching, will meet the expectation of its friends.

Our Catalogue will be ready for distribution in a short time, and we hope you will get a copy and carefully examine it. The Catalogue will give full particulars of our college work.

Any favorable mention you may make of the school to your friends will be appreciated. Your friend,

Dear M Quiddy:-

James A. Tate
I have just read the enclosed letter. I have seen you since you wrote it. The notes are safe, worth 100 cents on the \$. Will be paid as promptly as I can pay them. I am now working to pay my debts. I consider them already secure. I cannot help it if a bank refuses my paper as collateral.
Your friend

*May 19 " 1897**James A. Tate*

OFFICE OF

Gospel · Advocate · Publishing · Co.,

PUBLISHERS OF

SEND
FOR SAMPLES
OFGOSPEL ADVOCATE
CATALOGUE,
SUNDAY-SCHOOL
SUPPLIES, ETC., ETC.JOB
PRINTING
OF
ALL KINDS
A SPECIALTY.

©

GOSPEL ADVOCATE, YOUTH'S ADVOCATE,
SUNDAY-SCHOOL SUPPLIES,
CHRISTIAN HYMNS, WORDS OF TRUTH,
BOOKS, TRACTS, ETC.

©

232 North Market Street.

Nashville, Tenn.

May 8, 1897.

J. A. Tate,

Fayetteville, Tenn.

Dear Brother:-

We are shipping your catalogues to-day. It was quite a job indeed, to take them apart and rebind them. While we always want to satisfy our customers, we do not think the blame was wholly ours, in this case. You should have seen the proof. Mr. Hooper claims that you instructed him to go ahead without sending you the proof, and if at any point, he thought he could improve it by changing, to do so. We will not undertake to guarantee work where proof is not seen. However, the catalogues have been changed - the faculty leaded out - and I hope they will be satisfactory to you.

So far, we have failed to hear from you in regard to making the notes safe. Have you seen your father? We do not wish to do anything, but will be compelled to take some steps to make the notes safe. I hope you can help us in this matter. If you can do anything to convert the notes into money, we will discount them at the rate of 10%, from the face of the notes. Of course we mean to have the interest to date, and then discount the face of the note as it now stands at 10%. We will do anything we can to help you in the matter.

Hoping to hear from you at your earliest convenience, we are

Yours very truly,

GOSPEL ADVOCATE PUB. CO.

J. C. McQuiddy

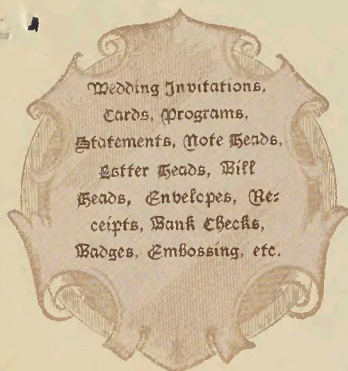


Exhibit (D)

Gospel Advocate Pub. Co.
Printers, Publishers, and Binders,
232 North Market St.

TELEPHONE 357.

HIGH
 GRADE
 WORK A
 SPECIALTY.

GIVE US A TRIAL ORDER.
 SATISFACTION
 GUARANTEED.

((Copy))

Nashville, Tenn., 4/18/97.

189

Jas. A. Tate,

Fayetteville, Tenn.

Dear Brother:-

The charge of \$6.25 on March 11, was for 5 Vols. of the Pilot bound.

In regard to your catalogue, we have had no time to do anything with it since its return. Mr. Booth seems to think it will be very hard to take it to pieces and make a good job. We find it is wholly a matter of taste about leading out the faculty. Some like it one way and some like it another. However, we always prefer to let a man have what he wants. In a few days we will see if we can make the change. If we can not, we will ship the catalogues back to you.

When will you let us know about the matter of which we were * talking? Do you think you will be able to see your father any time soon? We would like to know if you mean to do anything that will make the note safe. We desire to give you liberal time in which to make the note secure, but it does seem to us that you should help us to do this.

Yours very truly,

GOSPEL ADVOCATE PUB. CO.,

***** *J. C. FOUIDDY* *****

(Copy)

Sept. 29, 1897.

Jas. A. Tate,

Fayetteville, Tenn.

Dear Brother:- Please do not fail to send us on or before Oct. 10th. A considerable remittance to apply on your unsecured note. If we do not hear from you by that time with remittance to apply as stated, we will be forced again to ask you to make the unsecured note safe so that we may be able to use it.

Very truly,

GOSPEL ADVOCATE PUB. CO.,

J. C. FOUIDDY

The deposition of James A. Tate taken pursuant to notice hereto attached before me, John R. Woodard, a Notary Public in and for the County of Lincoln in the State of Tennessee at the Clerk's office of the Circuit Court of said County in the town of Fayetteville, on the 2nd day of November, 1898, which said deposition is intended to be read as evidence on behalf of the defendants and the defendant in two certain Chancery causes now pending in the Circuit Court of Lee County, Virginia, in which David Lipscomb, E. G. Sewell, J. C. McQuiddy and J. H. Harden, partners doing business under the firm name and style of "Gospel Advocate Publishing Company" are plaintiffs and in one of which J. A. Tate and John M. Tate are defendants, and in the otherx of which James A. Tate alone is defendant. Present J. C. McQuiddy, one of the Complainants, and James A. Tate, one of the defendants, and counsel for both parties.

James A. Tate, witness for defendants of lawful age being first duly sworn deposes and says:

Q. 1. State your age, residence and occupation?

A. My age is 38 years. Residence, Fayetteville, Tenn.
Occupation school teacher.

Q. 2. State your relation to each of the above styled causes.

A. My father, John M. Tate and I are joint defendants to one of the causes, and I am the sole defendant to the other.

Q. 3. When did you first have actual knowledge of the fact that your father, John M. Tate, had conveyed his tract of land in Lee County, Va. to you?

A. The first actual knowledge I had of a conveyance was during the summer of 1897. The exact date I cannot state. It was a few days after the reunion of the confederate soldiers in Nashville, Tenn. during the Centennial. My father and I met in Nashville on that occasion and he came home with me a few days after the reunion and remained with me at my home at Fayetteville about one week.

It was some time during that visit that I discovered a paper writing on my table which I dropped in the drawer without reading, except to glance at it enough to see what it was.

Q. 4. If you had any knowledge before you saw said deed that it was the purpose or intention of your father to convey said land to you please state when and from whom you obtained said knowledge.

A. I think it was in the year 1892 father wrote me that he wanted to see me on some business transaction. Shortly thereafter I went to his home in Lee County, Va., and during the visit he indicated to me that he desired to convey to me an interest in his home farm for some consideration, to take effect at his death.

Q. 5. State what condition your father stated, if he stated any, that he would make said deed upon?

A. As I now remember my father stated to me that he wanted to retain control of the land while he lived, that his wife was to have her legal rights in the property, or to be disposed of by her as she might desire, and that the interest to be transferred to me was to take effect after his death upon the condition that I paid to John M. Tate, Jr., and Howard Tate about two hundred dollars, each, or give to each a good horse, bridle and saddle.

Q. 6. After seeing said deed and knowing its terms did you ever except it and comply with its terms and agree to its conditions?

A. I am not sure that I ever carefully read the deed, but I am sure that I have never complied with the terms of the transfer in any way. As to my acceptance of the deed or transfer I will say that my attitude was at that time and has been one of indifference. I fully intended that my father might do with the land just as he pleased as I had paid nothing for it, and would have acquiesced in and agreed to his disposing of it in any other way had he so desired at any time.

Q. 7. Did you pay anything^h to your father for the interest in said land conveyed to you by said deed, or was there any consideration whatever moving from you to him for said conveyance, if so, state what it was?

A. I have never paid a cent in any way as a consideration for the transfer of the property to me, and there was no consideration moving from me to my father. As stated above he stated to me in the conversation referred to on the occasion of my visit to his home that he wanted me to pay the boys named about two hundred dollars, each, or a good horse, bridle and saddle, but I have given the matter so little thought or attention that I do not now recall just how this is stated in the face of the deed.

Q. 8. Did you at any time use said deed or your supposed interest in said land as a means of obtaining credit from the Gospel Advocate Publishing Company, if so, when?

A. I did not at any time use said deed or my supposed interest in said land as a ~~means~~^{means} of obtaining credit from the Gospel Advocate Publishing Company. I will state in its proper connection just what I did represent to said Company, and what I represented as a means of credit to said company.

Q. 9. J. C. McQuiddy in a deposition given by him in these causes on the 6th day of October, 1898, says you did represent your ownership of said land as a means of obtaining credit from his firm, he further says in the latter part of 1898, or early part of January 1899, you represented to him that you was the owner of said land, that your father had deeded the same to you reserving a life estate, that said farm was worth from five thousand to ten thousand dollars, that you expected to start a prohibition paper and wished his firm to do the printing, and that while you expected to meet all of the obligations of the paper, yet if you should die and leave a debt that the land would amply secure it, now please

H

state your recollection of said conversation, if any such ever occurred, and your representations, if any you made in reference to said land?

A. The representation of J. C. McQuiddy in his deposition as set out in this question is misleading in so far as it represents me as using the land or my interest in the land to obtain credit of his firm. The facts are as follows:

The original contract between us was reduced to writing, which I herewith file as a part of my answer to this question and mark the same "Exhibit A" hereto, and as preliminary thereto I had a conversation with the said J. C. McQuiddy, manager to this effect:

That I would begin the publication of a paper, his house to do the mechanical work, ~~in~~ the money coming in from subscriptions and advertisements to be turned over to his house on the expenses of the paper. Should there be a deficit the firm was to look to me individually for it. As I understood it, and as I believe manager, McQuiddy understood it, my character was the basis of the credit obtained. In the conversation I said to him that if the paper did not pay in a certain time that I would stop its publication and return to teaching school again, make the money, and pay the indebtedness of the paper. (And I am now teaching school and meeting the obligation as best I can) The above I understood to be the basis of credit. In case of my death, I represented to manager McQuiddy that I had insurance on my life, and an interest in the land in question at my father's death, and property in Nashville bought, but not all paid for that would be available assets to meet my indebtedness.

Q. 10. At that time had you ever seen said deed, and if not, state whether you were not simply speaking from what you understood your father's intentions to be?

A. At that time I had not seen the deed, but I believed that

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it had been made as my father had told me in the conversation referred to, that he was going to do it.

Q. 11. At that time did you know that your father had reserved the right in said deed to sell said land, if he desired, and invest the proceeds in other lands?

A. At the time of this conversation with Mr. McQuiddy I did not know of my father reserving the right to sell the land and invest the proceeds in other lands.

C R O S S - E X A M I N A T I O N .

Int. 1. State whether or not your answers to the interrogatories in chief have been carefully made?

A. Yes, Sir. They have been carefully made. I went over ~~XXXXXXXX~~ the matter carefully last night, the questions having been received several days ago, and I took time last night to carefully prepare the answers.

Int. 2. You speak of a deed that your father left with you during the reunion at Nashville. How long did you keep that deed in your possession, or have you it in your possession now?

A. I believe the deed is in my desk at home now. Ever since the same was left with me, I think it has been in my possession.

Q. 3. About what was the date of the making of that deed according to its face that he left with you?

A. Some time between January 1st, 1892, and September 1st, 1897.

Q. Do you know how long it was after your visit to your father in 1892 until the date that deed was made?

A. I think it was in 1892 that I was at my father's and he told me that he was going to make the deed. When he did it I don't know. I only know that it was done, positively, when the deed was left in my home in 1897.

Q. At the time you were at your father's in 1892, as stated

6
in your examination in chief did you then believe that the deed was going to be made?

A. Yes, Sir.

Q. Was that belief superinduced and brought about by the conference you had with your father after he had written you that he wanted to see you on business?

A. The belief was because of conversations in regard to the property held by my father and myself while on a visit to his home.

Q. How long was it between the date of that conversation you had with your father in 1892, on this matter until you had another conversation with him on the same subject, if you had any other?

A. No conversation between myself and father in regard to the land has taken place since the time of my visit to his home up to date, I mean personal conversation.

Q. Have you any letters in your possession from your father about that land between the time you was in his home in 1892 and up to this date?

A. I think I have letters from father in regard to this law suit and that effects the land.

Q. Have you any letters from him with regard to the deed or the land dated before the beginning of this law suit.

A. The first letter that I have from father to my best memory is about the time, or dated about the time that J. C. McQuiddy, according to father's letter was at his home and in Lee County, investigating this question. I don't think at that time the suit had been commenced.

Q. You got that information as I understand direct from your father of Mr. McQuiddy's investigation?

A. The information came to me by a letter written by my father to me.

Q. I will ask you if in that letter if he did not represent

that Mr. McQuiddy was then in Virginia investigating the matter, or words to that effect?

A. I understood that to be Mr. McQuiddy's business from the latter.

Q. Now I will ask you if on receipt of that letter from your father if you did not write a deed reconveying the property to him?

A. Soon after the receipt of that letter I did reconvey my interest in the property back to my father.

Q. You say in your examination in chief that you had no actual knowledge until the reunion at Nashville in 1897, that your father had executed to you the deed to the land or the interest in the land. Now I will ask you if it is not true that although you had no actual knowledge until that time of the execution of the deed were you not morally certain from ^{what} had previously transpired that such a deed had been executed to you?

A. Yes, Sir, I believed that the deed had been executed, though I had no word to that effect.

Q. Will you please file the letter written to you by your father as to McQuiddy's investigating the matter in Virginia as an Exhibit to this your deposition?

A. I don't know that I have the letter. The letter is private correspondence and if I have it I don't know that I care to file it.

Q. If you do have it will you file it?

A. I don't think I will, for the reason that it may contain other ~~information~~ matters not pertaining to this law suit.

I will state what the letter contains at any time that is convenient, and furthermore if there is nothing in it but matter pertaining to this law suit I will file it, if I can find it. Before this deposition is closed I will file it as ~~xxxxxxx~~ Exhibit B to this deposition, if on search I can find it and find that it contains nothing but matters pertaining to this law suit.

Q. I will ask you to state if you can state from your memory of what was in that letter, whether or not there was not a suggestion or something in it about a reconveyance of the land from you to your father?

A. I can't state the exact information received from the letter, but the impression that it made on my mind caused me to make the reconveyance.

Q. Do you have any remembrance as to whether your father did or did not in that letter suggest that you reconvey the land to him?

A. The impression made on my mind by the letter caused me to make the reconveyance. I can't state what thought in the letter made the impression.

Q. Have you made a search for the letter spoken of in a former part of this your deposition?

A. Yes, I have found the letter of the date spoken of, and file it as "Exhibit B" to this my deposition. Since reading the letter I am not sure that it is the cause of me making the transfer back to father. I want to say that the transfer was made willingly and voluntarily on my part.

And further this deponent saith not.

Sworn to and subscribed before me)
this the 2nd day of November, 1898.)

James A. Tate

_____, Notary Public.

STATE OF TENNESSEE,)
LINCOLN COUNTY.)

I, John R. Woodard, a Notary Public for the County of Lincoln in the said State do hereby certify that the foregoing deposition of James A. Tate was duly taken, sworn to and subscribed before me at the time and place and for the purpose in the caption hereto mentioned.

And I further certify that I am not of kin nor counsel to either of the parties, and have no interest in the litigation, and that the same has not been altered or changed since taken, and that the same has not been out of my possession from the time of taking them to the time of mailing them, that I Sealed them in an envelope and delivered them to the post master at Fayetteville together with the exhibits addressed to A. B. Munsey, Circuit Clerk, Jonesville, Lee County, Va.

GIVEN under my hand and official seal, this the 2nd day of November, 1898.

Jno. R. Woodard, N. P.

Notary fee 1⁰⁰

Postage .06

1.06 Paid by Jas. A. Tate.

Jno. R. Woodard, Notary Public.

To David Lipscomb, E.G.Sewell, J.C.McQuiddy, and J.H.Harden, partners
doing business under the firm name and style of Gospel Advocate Publish-
ing Company:

You are hereby notified that on the ~~20th~~^{24th} day of November
1898, at the Clerk's office of the Circuit Court of the County of Lin-
coln in the state of Tennessee, in the town of Fayetteville, we will
proceed to take the deposition of James A.Tate and others to be read as
evidence in behalf of the defendant and defendants in two certain suits
in Chancery now pending in the Circuit Court of Lee County, Virginia.
wherein you are plaintiffs and John M.Tate and J.A.Tate are defendants
in one of said causes and James A.Tate is the defendant in the other of
said causes, and if from any cause the taking of said depositions be
not commenced, or if commenced, be not concluded on that day the taking
thereof will be adjourned from day to day, from time to time and from
place until the same shall be completed. You can attend and cross-ex-
amine if you disire. This the ~~20th~~^{24th} day of October, 1898.

Respectfully,

Orr & Blanshard
G. T. Duncan
Attorneys.

James A. Tate,
John M. Tate.
By Counsel.

J. A. Tate it also
gives by notice

Hospital Advocates
Publishing Co
~~~~~

Legal Service of the  
within notice is  
accepted. This the  
25th day of October 1898.

B. H. Simcey  
attys for Plaintiffs



OFFICE OF

## Gospel · Advocate · Publishing · Co.,

PUBLISHERS OF

© GOSPEL ADVOCATE, YOUTH'S ADVOCATE,  
SUNDAY-SCHOOL SUPPLIES.  
CHRISTIAN HYMNS, WORDS OF TRUTH,  
BOOKS, TRACTS, ETC.

232 North Market Street.

Nashville, Tenn.

Jan. 25th 1894 .

This contract entered in-to between the GOSPEL ADVOCATE PUB. CO.  
and James A. Tate , Witnesseth :

The GOSPEL ADVOCATE PUB. CO. agrees to set the type for a paper to  
be edited by James A Tate , for ,50 cts. per thousand ems . For all  
standing matter , the GOSPEL ADVOCATE PUB. CO. agrees to allow \$1.15  
per column rebate . It is further agreed that said Company will do  
the press work and mailing of 5000 copies for \$14.00 . Extra thousands  
at the rate of \$2.75 per thousand . It is agreed further that a  
charge of one cent per name will be made for setting up the mailing  
list . For additional names and changes , it is agreed that James A .  
Tate is to pay the actual cost of doing this work . It is further  
agreed that the GOSPEL ADVOCATE PUB. CO. will buy the paper for James  
A Tate , but he is to furnish the cash for the paper . Said Company  
lets him have the paper with-out any profit to them .

James A Tate agrees to turn over all the money that he receives  
on subscriptions and advertisements till the cost of manufacturing the  
paper is paid . In the event he does not receive enough to meet this  
amount , he assumes the remainder of the indebtedness him-self .

First settlement is to be made at the end of six months ; settlement  
there-after , at the end of every ~~xxxxxx~~ three months .

This contract is nullified when-ever James A. Tate starts a compos-  
ing room .

*Gospel Advocate Pub. Co.*  
*J. C. McQuiddy*  
*James A. Tate*



Exhibit "A" to  
Jas. A. Tate's depo.



Maness, Jan. 28<sup>th</sup> 1898

Mr James A. Tate

Fayetteville Tenn.

My Dear son. A. Mr Mcgruidy of the Gospel  
Advocate Nashville Tenn. Is up to see me about  
a note I assigned with you of \$1160— also he  
shown me one other note of \$953— executed by  
yourself. I was some what astonished. That the note  
was not paid off. He proposes still to wait— further  
one, two, three + four years. if made safe. I don't  
wish to involve myself now in my old age. but  
if you cannot otherwise satisfy the parties. I will  
join in with you in a trust so as not to turn  
me out of a home. I think with prudence and  
some economies. you certainly can be able to meet  
the payments. You must have had some very  
bad luck, some way. How is it? think up the  
matter closely and let me hear from <sup>you</sup> at once.

I am certainly surprized at your indebtedness  
• Save up, and pay every dollar. Those People are all  
right, and your friend. pay them every dollar you  
can spare. and I will insure you they will not  
push as long as you pay.



I am not now nor will be soon so that I can  
have any means that I can spare, you in the  
course of the time they propose to give can certainly  
reach the payments. Have you not any property or  
means from your property in Nashville please  
give me a tabulated statement of your means  
of payment, I am somewhat very anxious to know  
how it is. Please answer at once and give  
me all the facts, the reason of the nonpayments  
of the note, &c.

All are reasonably well.

Yours Aa.

Jno M. Tate

P. S. I have given you a note by Mr McGinnis  
I will hope you can fix it without involving  
me in a lawsuit as it will have a tendency  
to lower my credit.

J. M. Tate

Exhibit A to  
Jno. A. Tate's life.



James A Tate.  
ad Deposition

Gospel Advocate Pub Co

Received by mail in  
good condition and filed  
Novr the 4th 1898

A. B. Munsey Clerk



Virginia, Lee County, to-wit:

This day J. C. McQuiddy, Agent &  
General Manager for David Lipscomb, E. G. Sewell, J. C. McQuiddy,  
and J. H. Harden, partners doing business under the firm name of *and style*  
"Gospel Advocate Publishing Company", of Nashville, Tennessee, *K*  
personally appeared before me, A. B. Munsey, Clerk of the Circuit  
Court for Lee County, Virginia, and affirmed;

That in the suit in  
Equity this day instituted in said Court, wherein the foregoing  
parties are plaintiffs against James A. Tate and John M. Tate, Defen  
dants, to recover the sum of \$1160.95 with 6% interest thereon from

Jan. 1st, 1895 till paid, subject to the following credits:

|      |       |            |       |                   |
|------|-------|------------|-------|-------------------|
| 1895 | ----- | July 20th, | ----- | \$15.00           |
| 1895 | ----- | Sept. 4th, | ----- | \$15.00           |
| 1897 | ----- | Feb. 1st,  | ----- | \$27.00           |
| 1897 | ----- | Feb. 1st,  | ----- | \$10.00           |
| 1897 | ----- | Feb. 13th, | ----- | \$ 4.00           |
| 1897 | ----- | Oct. 11th, | ----- | \$40.00           |
| 1897 | ----- | Nov. 15th, | ----- | \$25.00           |
| 1897 | ----- | Dec. 16th, | ----- | \$20.00           |
| 1898 | ----- | Jan. 19th, | ----- | \$25.00, that af- |

fiant believes said debt and interest to be just and justly due  
said parties, and that they ought to recover, at least, said amount  
and interest subject to said credits; and that the said James A.  
Tate is not a resident of the State of Virginia; and that the said  
affiant believes that the said James A. Tate has estate in the Coun  
ty of Lee, and State of Virginia, wherein said suit is instituted.

Given under my hand, this the 29th day of January, 1898.

*A. B. Munsey Clerk*



Virginia, Lee County, to-wit:

This day J. C. McQuiddy, Agent &  
E. G. Sewell, and J. H. Harden,  
Gen'l Manager for David Lipscomb, J. C. McQuiddy, partners doing  
business under the firm name and style of "Gospel Advocate Pub. Co."  
of Nashville, Tennessee, personally appeared before me, A. B. Mun-  
sey, Clerk of the Circuit Court for Lee County, Virginia, and ~~made~~  
*affirmed;*

That in the suit in Equity this day instituted in said Court,  
wherein the foregoing parties are plaintiffs against James A. Tate,  
Defendant, to recover the sum of \$953.24 with the interest from the  
8th day of December, 1896, until paid, *subject to a credit of \$500 paid January 1st 1897, and a credit of \$100 paid January 25 1897.* and that affiant believes  
said debt and interest to be just and justly due said parties, and  
that they ought to recover at least said amount; and that he ~~believes~~  
*and interest subject to said credit*  
the said James A. Tate is not a resident of the State of Virgin-  
ia; and that the said affiant believes that the said James A. Tate  
has estate ~~and debts due him~~ in the County of Lee, and State of  
Virginia, wherein said suit is instituted.

Given under my hand this the 29th day of January, 1898.

*A. B. Munsey Clerk*



Gaspe Advocate Pub. led

to J. Affidavit

James A. Lute

Given after my hand and seal the 30th day of January, 1888.

Witness my hand and seal as aforesaid.

Attest my hand and seal

the seal of the said court is hereunto annexed, and the said James A. Lute is not a resident of the State of Virginia.

and that the said James A. Lute is not a resident of the State of Virginia.

and that the said James A. Lute is not a resident of the State of Virginia.

and that the said James A. Lute is not a resident of the State of Virginia.

and that the said James A. Lute is not a resident of the State of Virginia.

Witness my hand and seal the 30th day of January, 1888.

Attest my hand and seal the 30th day of January, 1888.



Gospel Advocate Publishing Co  
 vs  
 James M. Tate  
 &  
 Gospel Advocate Co  
 vs  
 James A. Tate et al

In Chy

Pursuant to an order of the Circuit Court  
 of Lee Co. dated June 13<sup>th</sup> 1900. We the under-  
 signed Commissioners L. M. Carnicel J. P. Albert  
 and James Olinger have laid off and apportioned  
 to the Widow of John M. Tate deceased that  
 which we regard equal in <sup>rental</sup> value to one third  
 of the lands in the bill and proceedings  
 mentioned according to the following Plat  
 and report. We surveyed the entire lands  
 and found the tract to contain 301 acres  
 out of which we have laid off closer bounded  
 as follows to wit: Beginning at (A) a fallen  
 white oak - original corner - thence with fence  $N 14^{\circ} W$   
 17 poles to (B) a stake  $N 28^{\circ} W$  24 poles to (C) a stake at  
 fence thence with fence  $N 38^{\circ} W$  30 poles to  
 (C) another fence and with it  $N 71^{\circ} E$  26 poles  
 to (d) a stake. thence  $N 8^{\circ} E$   $16\frac{1}{2}$  poles  $N 23^{\circ} E$   
 22 poles  $N 71^{\circ} E$   $69\frac{20}{100}$  to (g) a stake on the east  
 original line and with the same  $S 8^{\circ} E$  52  
 poles to (h) a small hickory thence ~~contin-~~  
 uing with the original lines to the be-  
 ginning as follows.  $N 72^{\circ} E$  6 poles  $S 54^{\circ} E$   $15\frac{38}{100}$   
 poles to a rock below road thence with road  $N 32^{\circ} E$   
 $8\frac{6}{10}$  poles  $N 35^{\circ} E$   $4\frac{5}{10}$  poles thence along road  
 $S 74^{\circ} E$  10 poles to a hickory & chestnut



1 S 23  $\frac{1}{4}$  E 10  $\frac{1}{2}$  poles to a white oak (now down)  
2 S 15  $\frac{1}{2}$  E 88 poles running with fence to a stake  
3 S 87  $\frac{1}{2}$  W 49  $\frac{38}{100}$  to a stake on top of a ridge  
4 S 57 W 44 poles to a white oak stump on top of ridge  
5 N 63 W 50 poles to a beech & dog-wood  
6 N 27 W 23 poles to the beginning.

7 Containing 109 acres more or less -  
8 The remaining part of the estate we  
9 surveyed as follows - Beginning at (g) a  
10 stake & pointers on the East original line  
11 being the North East corner of the lower  
12 thence with the various original lines as follows

13 N 83  $\frac{3}{4}$  W 49  $\frac{38}{100}$  poles to ( ) a black oak  
14 N 70  $\frac{1}{4}$  W 65.7 poles to a black oak  
15 N 20  $\frac{1}{2}$  W 31  $\frac{36}{100}$  poles to a dogwood on top of a ridge  
16 S 66 W 80 poles to a hickory & poplar  
17 S 64 W 44 poles to a stake on the Martin 170 A front  
18 and with lines of same  
19 S 84 W 71 poles to a rock hound & hickory near a spring  
20 S 15 W 12 poles to Chestnut sprouts  
21 S 52  $\frac{1}{2}$  W 27  $\frac{1}{2}$  poles to two chestnut oaks original corner  
22 thence with Rabnells line  
23 S 37  $\frac{1}{2}$  E 74 poles to a stake on top of a ridge  
24 S 23  $\frac{1}{4}$  E 59  $\frac{64}{100}$  poles to two black oaks  
25 thence with original lines  
26 S 79 E 56 poles to a poplar original corner & corner  
27 - Thence with original line  
28 N 64 E 51 poles to a stake on top of a ridge at a fence  
29 thence with the lower lines  
30 N 17 W 4 poles to (B) a stake  
31 N 28  $\frac{1}{2}$  W 24 poles to (b) a stake at fence  
32 N 38 W 30 poles to (C) another fence and with



it

1715 26 poles to (d) a stake

1826 162 poles

1234622 poles

1716 69  $\frac{2}{10}$  to the beginning

Containing 192 acres more or less.  
The owner to have a way to haul or pass  
in or out along the present road through  
the estate across the ridge, and the  
estate to have a right of way down the hollow  
by the house through the owner to haul or  
pass in or out along the present way down  
the hollow to the western line - also up the  
ridge - along the present road.

Respect Submitted Oct 15<sup>th</sup> 1900

L. M. Carnicel

J. P. Albert

James Oliver

} Comm.

### Bill of Cost.

Stephen More Chairmen 2 days \$ 2.00

John Lawson " " 2.00

Richard Wallen Oxman 3 day 3.00

Wesley Waller " 1 " 1.00

A. P. Albert 4 days } 8.00

James Oliver 4 " } Comm 8.00

L. M. Carnicel 6 " survey & comm 18.00



Gospel Advocate Pub Co  
vs } Plat & Report

James A Tate et al

Filed Oct 27<sup>th</sup> 1900

A B Munsey Clerk

(2)



Gaspe Advocate Pub. Co.,

vs

James A. Tate et al

+

Gaspe Advocate Pub. Co

vs

James A. Tate.

To the Hon. H. A. W. Sheen, Judge of  
the Circuit Court for Lee County, Va.

Your undersigned Coun. would  
respectfully report, That pursuant to  
a decree herein, he executed the bond  
required by said decree & then advertised  
the time, terms & place of sale in  
the manner directed before said sale,  
that he then at public outcry to the  
highest bidder on ~~the~~ <sup>a court day</sup> April 15<sup>th</sup>  
1901, at the front door of the Court house  
offered said ~~James A. Tate~~ land  
for sale, That he in all things  
acted as directed by said decree.  
At said sale he first offered said  
land separately, that is, the land  
of said James A. Tate, outside of that  
covered by the dower & then that covered  
covered by the dower. He rec'd no  
bid ~~there~~ either in this manner.

He then offered the whole of said  
land, both that outside of & that  
covered by the dower, on the time  
& terms set out in said decree.



After some bidding the same  
was knocked down to the  
Plaintiff herein, The Gospel  
Advocate Publishing Company, at the  
price of \$1000<sup>00</sup>.

Said Company by its agent paid  
down to your Court the sum  
of \$93<sup>33</sup>, made up of \$64<sup>33</sup> cash  
not paid and taxed by the clerk  
and \$29<sup>00</sup> commissions, which your  
Court holds subject to your Honor's  
order.

Said Company then executed  
to your Court their note for  
\$966<sup>67</sup> pay able in three equal  
annual installments from date of  
sale with interest from the  
same day with L. M. Carnicel  
as surety, which he deems  
sufficient.

Of this deferred payment \$448<sup>50</sup>  
<sup>with its interest</sup> will be payable to Howard & John  
Tate, sons of the said John M. Tate  
when collected as your Court construes  
the decree herein, and the residue  
\$448<sup>67</sup> will be payable to the plaintiffs  
who are the purchasers.

The price paid for said land was  
low as your Court considers, but he  
did everything he ~~deserved~~ could to get  
more, but ~~could not~~, he therefore re-  
commends its confirmation.

Respectfully,

D. C. Sumner Court.



Truvel Advocate Pub. Co.

— vs. Report  
of

James A. Tate et al

---

Filed May 21<sup>st</sup> 1901

A. B. Munsey

Clerk



1 Gospel Advocate Publishing Co.

2 vs  
3 James A. Tate et al  
4 and  
5 Same

In chancery

6 vs  
7 James A. Tate

8 To the Hon. H. A. W. Slem Judge of the  
9 Circuit Court for Lee County Virginia;

10 Your undersigned Commissioners  
11 would respectfully report:

12 That the purchasers, the Gospel  
13 Advocate Publishing Company,  
14 have furnished to him assignments  
15 and receipts from Howard W.  
16 Tate and J. M. Tate for the  
17 funds decreed them to be paid  
18 out of the proceeds of the sale  
19 of the land in above cause,  
20 being the sum of \$200<sup>00</sup> each  
21 with accrued interest. These funds  
22 were decreed first liens on said  
23 land. The said purchasers of  
24 said land having bought  
25 the said amounts so decreed to  
26 the said Howard W. Tate, and  
27 J. M. Tate, and being entitled to the  
28 <sup>residue of</sup> the purchase money for which said  
29 land sold, they are willing to accept  
30 the land, and have their purchase  
31 money bonds given for said land,  
32 cancelled annulled and delivered



up to them, and ask that a  
deed be made to them for  
the land purchased by them  
in said course. Said  
assignments and receipts  
are herewith filed as part  
of this report, mounted  
H & J. This Nov. 11th 1901.

Respectfully Submitted.

D. P. Sewell  
Special Commissioner.

Exhibit to Report

to Report

James A. Zadd et al.

Filed Nov. 11th 1901.

A. J. Mursey Clerk



Gaspe Advocate Pub. Co

vs

James A. Tate et al

&

James

vs

James A. Tate

To the Hon H. A. W. Steen Judge of  
the Circuit Court for Lee County. Va.,  
your Commr. would respectfully  
report,

That he has made, executed,  
acknowledged & herewith reports a  
deed conveying the land sold  
in these cases to the plaintiff,  
the Gaspe Advocate publishing co.  
the purchasers thereof <sup>marked "Deed"</sup> with covenant  
of special warranty, for which he  
believes he should be allowed the  
sum of \$5.00. This deed was made  
pursuant to the terms of the decree &  
in accordance therewith as nearly as  
possible.

He would further report that  
he has disbursed the costs that  
came into his hands as directed &  
took receipts therefor. This Nov  
14<sup>th</sup>/1901.

D. S. Sewell

Special Commr



Gospel Ad. Pub. Co.

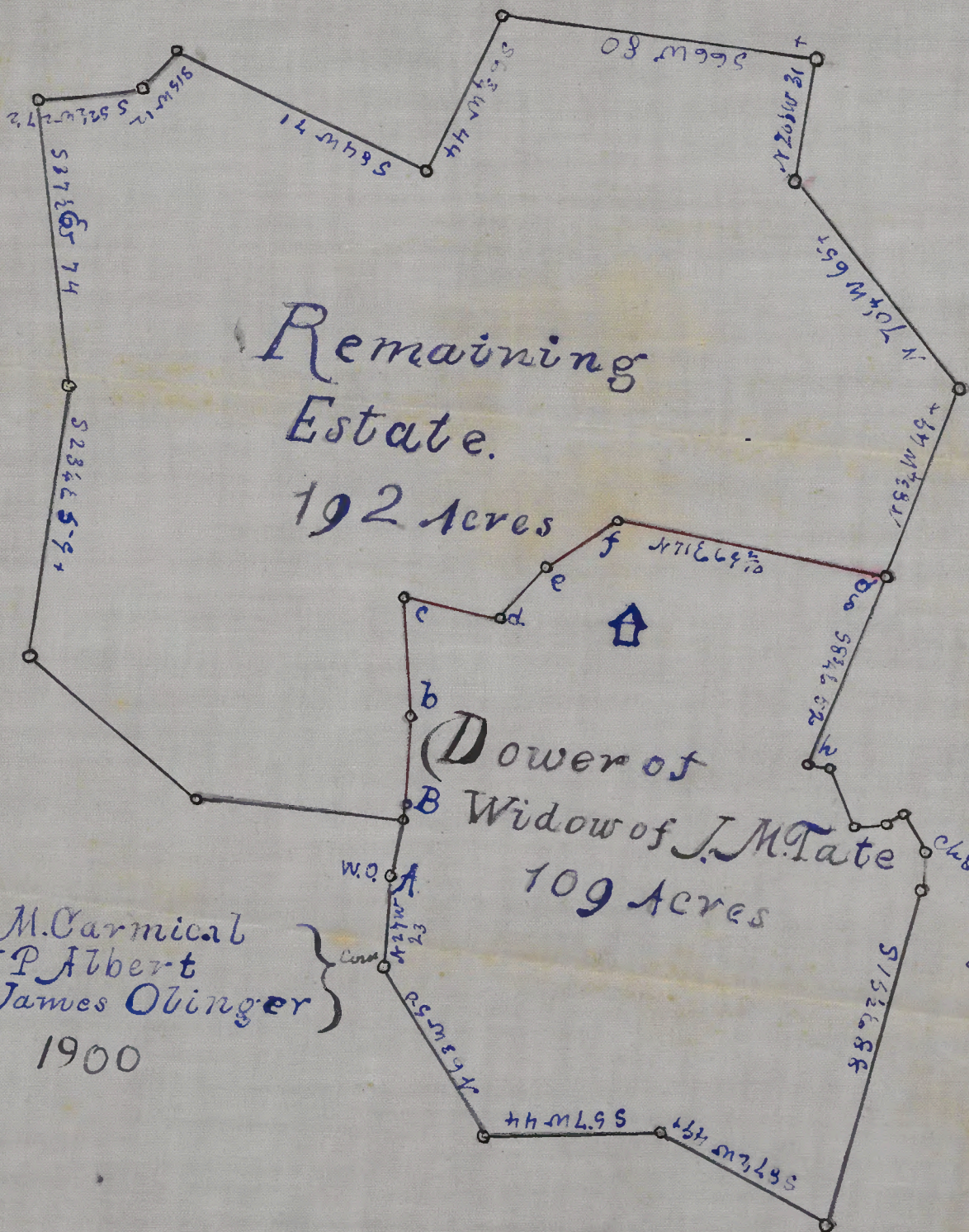
vs - Report of Deed.

James H. Tate et al

Filed Nov 14 1891

ATB Munsey Clerk





Remaining  
Estate.

192 Acres

Dower of

Widow of J.M. Tate

109 Acres

L.M. Carmical  
J.P. Albert  
James Obinger

1900



This deed made this the 31<sup>st</sup> day of May  
1893 by and between Jas. M. Tate of the  
County of Lee and State of Va of the first  
part and James A. Tate of the City of  
Yashville and state of Tenn. of the  
second part. Witnesseth, that for the  
love and affection that the said party  
of the first part has toward the party  
of the second part, and for the further  
consideration of four hundred dollars  
to be here after paid by the said par-  
ty of second part, two hundred dol-  
lars to Jas. M. Tate Jr. two hundred dol-  
lars to Howard H. Tate to be paid and  
payable as follows when the said party  
of the second part has been fully not-  
ified and is satisfied that the said  
Jas. M. Tate and H. H. Tate or either of  
them have settled married, and become  
morally disposed then the said sum  
of two hundred dollars each is due  
and payable and can be discharged  
as follows one good horse bridle & sad-  
dle, good suit of clothes and one bed  
&stead well furnished with covers, to  
each of them. Now from the above con-  
sideration the said party of the first  
part doth grant bargain, sell and  
convey all of his real estate in Lee  
County Va known as the Lawren and  
Martin lands containing four hundred  
acres more or less, and for a more spe-



1 specific description reference is hereby  
2 given to title papers now on record  
3 in the Clerk's office of Lee County & this  
4 boundary <sup>does not include the boundary</sup> sold to Gen. F. Robinson which  
5 is hereafter to be ~~conveyed~~ <sup>surveyed</sup>. The said par-  
6 ty of the second part to have and  
7 to hold the same with all things  
8 pertaining there to both seen and  
9 unseen, And the said party of the  
10 first part will warrant and forever  
11 defend the title to the party of  
12 the second part to him his heirs and  
13 assigns forever, And it is further  
14 understood and agreed that the said  
15 party of the first part doth reserve  
16 to himself the right of ownership of  
17 said premises during the Natural life  
18 of said party of the first part and  
19 if said party can sell said prem-  
20 ices (meaning party of the first) at any  
21 time during his Natural life the priv-  
22 ilige is hereby reserved but the pro-  
23 ceeds of said premises upon such  
24 sale and by the consent of said  
25 party of the second part to be in-  
26 vested in other real estate or in such  
27 a way as both parties may agree but to  
28 remain in the possession of the  
29 said party of the first part as first  
30 above stipulated - In witness whereof  
31 the said party of the first part  
32 has hereunto set his hand and seal



1 day and date above written. Virginia Lee  
2 County to wit: <sup>Geo. M. Tate (Seal)</sup> John B. Gibson clerk of  
3 Lee County Court in the state aforesaid,  
4 do certify that John M. Tate whose name  
5 is signed to the writing above bearing  
6 date May 21 1893, has acknowledged the  
7 same before me in my office & County  
8 aforesaid. Given under my hand this  
9 19<sup>th</sup> day of June 1893. ~~James M. Tate~~  
10 James B. Gibson, clerk.

11 Virginia, Lee County, to wit:

12 In the office of  
13 the clerk of the said county the 19<sup>th</sup> day  
14 of June 1893, this deed was presented,  
15 and together with the certificate there  
16 to annexed, admitted to record.

17  
18 Cert: John B. Gibson, clerk  
19  
20  
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23  
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31  
32



John M. Tate

To J Seed.

James A. Tate

60 cts



-----Know all men by these presents, that I, John M. Tate, a householder and head of a family, residing in Lee County, Virginia, hereby claim as and for my Homestead Exemption, under the Statute Law of Virginia, the following property, to-wit: All my household and ~~kitchen~~ kitchen furniture, worth \$50.00; two head of horses, sorrels, worth \$30.00 each--\$60.00; two milk cows, one white and one roan, worth \$15.00 each---\$30.00; three calves worth \$20.00; one set of blacksmith tools, worth \$10.00; farming tools worth \$5.00; one mowing machine and hay rake worth \$25.00; one two horse wagon worth \$10.00; 16 head of hogs--two sows and 14 pigs worth \$18.00; one debt on Ira P. Robinett for say \$230.00, worth \$230.00; surveyor's compass, chain and instruments worth \$20.00; my interest in the present growing crop on my farm worth \$100.00; two hundred and fifty acres of land, more or less, on which I live situated in Lee County, Virginia, adjoining the lands of Enoch Lawson, Anderson Moore, Ira P. Robinett and Wm. Johnson, J. W. Glass, Richard Wallen and S. P. Maness, worth \$1250.00, to be held in accordance with the provisions of Chapter 178, Code of Virginia, 1887.

Witness the following signature and seal, this the 8th day of June 1898.

John M. Tate (Seal.)

State of Virginia,

County of Lee, to-wit:

I, James W. Orr, a Commissioner in Chancery, for the Circuit Court of said County and State, do hereby certify that John M. Tate, whose name is signed to the foregoing deed bearing date on the 8th day of June 1898, has acknowledged the same before me in my county aforesaid.

Given under my hand, this the 8th day of June 1898.

James W. Orr  
Commissioner in Chancery for the Circuit  
Court of Lee County, Virginia.



Virginia, Lee County, to wit:—  
In the Office of the Clerk of the County Court for  
said County the 9th day of June 1898. This deed was  
presented and together with the certificate thereto annexed  
admitted to record. Teste: J. V. F. Richmond Clerk

John M. Late.

James M. Late.

Recorded in Deed Book

No. 37 page 188

C. W. S. Price

Filed for record June  
9th 1898.

J. V. F. Richmond  
Clerk



In consideration of John M. Tate, of Lee County, state of Virginia, cancel-  
-ling and releasing the payment by me, <sup>Jas. A. Tate</sup> of the four hundred dollars as ex-  
pressed in a deed, executed to me by the said John M. Tate, bearing date  
May the 31-st, 1893, and acknowledged by the said John M. Tate for regist-  
ration on the 19-th day of June, 1893, and entered of record of record in  
Deed Book 29, page 340, in the office of the County Court Clerk of said  
county of Lee, State of Virginia, to which reference is here had, ~~we~~, James  
<sup>and wife, Mrs. L. C. Tate</sup> A. Tate, of Fayetteville, Lincoln County, State of Tennessee, do hereby  
sell, reconvey and quit claim unto the said John M. Tate, of said Lee Co.  
State of Virginia, all the right, title, claim and interest ~~we~~ have in and  
to the tract of land mentioned and described in the said deed from him  
to me, <sup>the said Jas. A. Tate</sup> above referred to, and particularly do ~~we~~ hereby transfer and recon-  
vey unto him all the right, title, claim and interest which I, <sup>the said Jas. A. Tate</sup> procured  
therein by virtue of said deed from him to me-- Said land being the  
real estate which the said John M. Tate then owned in said Lee Co. of  
Virginia, and known as the Lawson and Martin Land, containing about 400  
acres, and for a more specific description thereof reference is here  
given, (as was done in the deed from John M. Tate to me, <sup>said Jas. A. Tate,</sup> above mentioned)  
to the title papers on record in the Clerk's office of Lee Co. Virginia--  
All restrictions and reservations contained in the said deed from the  
said John M. Tate to me, <sup>the said Jas. A. Tate</sup> are hereby made to apply to this conveyance, ex-  
cluding all such parts of said land as was intended not to be embraced  
in the said deed to me, <sup>said Jas. A. Tate</sup> To have and to hold the same together with all  
the appurtenances and hereditaments thereunto belonging to the said  
John M. Tate, his heirs and assigns forever. I, <sup>said Jas. A. Tate</sup> covenant and bind myself  
to warrant and defend just such title unto the said John M. Tate as I  
obtained under the deed aforesaid from him to me and I covenant with  
him that the same is unencumbered in so far as any debts, contracts, lia-  
bilities against me or indentures made by me are concerned, and as  
against these, I covenant and bind myself to warrant and defend said



title to said land, to the said John M. Tate, his heirs and assigns, but no further or otherwise.

Given under ~~our~~ hand, this the 1-st day of February, 1898.

James A. Tate  
Mrs. L. C. Tate

STATE OF TENNESSEE, COUNTY OF LINCOLN.

Personally appeared before me, ~~Ed. FEELEY~~ J. R. Hancock, a Notary Public in and for said County and State, James A. Tate and wife Mrs. L. C. Tate the bargainors, with whom I am personally acquainted, and acknowledged that they executed the foregoing instrument for the purposes therein contained, and Mrs. L. C. Tate wife of said James A. Tate having appeared before me privately and apart from her husband, acknowledged the execution of the said instrument to have been done freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purposes therein contained.

Witness my hand and notorial seal at office, this the 1 day of Feb. 1898,

(Seal.)

J. R. Hancock  
Notary Public.

Virginia Lee County, to wit:-  
In the Office of the Clerk of the County Court for said County the 8th day of February 1898, this deed was presented and together with the certificate thereto annexed admitted to record.

Listo- J. V. F. Richmond Clerk



Jas. A. Tate

To } Deed

Mrs. M. Tate

Recorded in Deed Book  
No. 33 page 5 & 7.

S. V. P. Richmond  
Clerk

J. A. V.

Examined

c 1.25  
J 1.00  
cr 2.25  
1.00  
1.25

Filed for record Febry  
8th 1898.

S. V. P. Richmond Clerk



Whereas in the two Chancery Causes of Gospel Advocate Publishing Co vs James A. Tate et al, and Gospel Advocate Publishing Co vs James A. Tate, now pending in the Circuit Court for Lee County Virginia, there was decreed to me \$200.00, by decree dated November 17<sup>th</sup> 1898. by said Court, which was made a first lien on the land therein decreed to be sold. Now, therefore, for Value recieved I hereby assign and transfer to J. Howard Maness the said sum of \$200.00 with its accrued interest, so decreed to me by said decree in said Chancery Causes as aforesaid.

Witness my hand and seal this the 20<sup>th</sup> day of May 1901.

Howard W. Tate (Seal)

County of Dubois }  
State of Indiana } to-wit

I Edmund C Johnson a Justice of the Peace for the County aforesaid in the State of Indiana do Certify that Howard W Tate whose name is signed to the writing above bearing date on the 20<sup>th</sup> day of May 1901, has acknowledged the same before me, in my County aforesaid.

Given under my hand and Notarial



Seal. This the 23<sup>rd</sup> day of May 1901.

Edmund C. Johnson. Justice  
of the Peace

Justice of the Peace  
Seal  
for Edmund

For Value recieved, I hereby assign and transfer to The Gospel Advocate Publishing Company, the within Claim so assigned to me therein by Howard W Tate. This the 21<sup>st</sup> day of October 1901.

J Howard Maness

Copy of Exhibit "H"

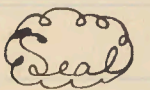
Clerk. sv



Whereas in the two Chancery Causes of Gospel Advocate Publishing Co vs James A Tate et al and Gospel Advocate Publishing Co vs James A. Tate now pending in the Circuit Court for Lee County Virginia. There was decreed to me \$200.00 by decree dated November 17<sup>th</sup> 1898, by said Court which was made a first lien on the land therein decreed to be sold.

Now, therefore for Value received I hereby assign and Transfer to J. Howard Maness the said sum of \$200.00 with its accrued interest so decreed to me, in said Chancery Causes as aforesaid. Witness my hand and Seal this the 22<sup>nd</sup> day of July 1901.

J. M. Tate



County of Alleghany }  
State of Penna. } To wit

I John Burns a Notary public for the County of Alleghany and in the State of Penna., do certify that John M Tate whose name is signed to the writing above bearing date on the day of July 1901. has acknowledged the same before me in my County aforesaid. Given under my hand and official Seal 22<sup>nd</sup> this 22<sup>nd</sup> day of July 1901.

J M Tate

John Burns, Attd

John Burns  
Alleghany  
Pittsburgh Pa.



For Value recieved, I hereby assign and transfer to the Gospel Advocate Publishing Company the within claim so assigned to me therein by the said John M Tate.

This the 21<sup>st</sup> day of October 1901.

J. Howard Maness  
A Copy

Teste: A. B. Munsey Clerk

Copy of Exhibit "J."

Clerk s.d.



|                                    |             |              |
|------------------------------------|-------------|--------------|
| David Lipscomb, E. G. Sewell,      | }           | }            |
| J. C. McQuiddy, and J. H. Harden,  |             |              |
| partners doing business under the  |             |              |
| firm name and style of "Gospel Ad- |             |              |
| vocate Publishing Company".        | Plaintiffs. | In Chancery. |

vs.

|                                  |   |   |
|----------------------------------|---|---|
| James A. Tate, and John M. Tate. | } | } |
|                                  |   |   |
|                                  |   |   |
| Defendants.                      |   |   |

-----o-----

In the Circuit Court for Lee County, Virginia.

The object of this suit is to recover of the defendants, James A. Tate, and John M. Tate, the sum of \$1160.95 with interest thereon from the 1st day of January, 1895, subject to the following credits:

|      |       |            |       |          |
|------|-------|------------|-------|----------|
| 1895 | ----- | July 20th, | ----- | \$15.00  |
| 1895 | ----- | Sept. 4th, | ----- | \$15.00  |
| 1897 | ----- | Feb. 1st,  | ----- | \$27.00  |
| 1897 | ----- | Feb. 1st,  | ----- | \$10.00  |
| 1897 | ----- | Feb. 13th, | ----- | \$ 4.00  |
| 1897 | ----- | Oct. 11th, | ----- | \$40.00  |
| 1897 | ----- | Nov. 15th, | ----- | \$25.00  |
| 1897 | ----- | Dec. 16th, | ----- | \$20.00  |
| 1898 | ----- | Jan. 19th, | ----- | \$25.00, |

and to

attach the real estate of the said James A. Tate, situated in Lee County, Virginia, mentioned in the Bill, and to subject the same to the payment of the said debt and interest, being a reversionary interest in a tract of land conveyed to him by John M. Tate by deed bearing date on the 31st day of May, 1893, a copy of which said deed is filed as an exhibit with the Bill in this cause, marked "D", and said deed is recorded in Deed Book 29, Page 34a, in the Clerk's Office of the Lee County Court, and reference is hereby made to said deed for a more particular description of said land and of the interest of the said James A. Tate therein, and which said land is



(2)

described as all of his, the said John M. Tate, real estate in Lee County, Virginia, known as the "Lawson and Martin Lands", containing 400 acres, more or less, and for a more particular description, reference is given to the title papers of the said John M. Tate, now of record in the Clerk's Office of Lee County, Virginia, and the said boundary so described does not include the boundary sold to Ira P. Robinett by the said John M. Tate.

The estate of James A. Tate here sought to be subjected to the payment of the debts of the plaintiffs is the remainder over, after the termination of the life estate of John M. Tate and the payment of the sums therein provided for to be made by James A. Tate to the parties named in said deed. And the estate to be affected hereby is the interest in the said 400 acre tract belonging to the said James A. Tate.

This the 29th day of January, 1898.

David Lipscomb, E. G. Sewell, J. C.  
McQuiddy and J. H. Horden, partners  
doing business under the firm  
name and style of Gospel Advocate  
Publishing Company.

By Counsel,

Pridmore Sewell,  
B. H. Sewell,  
attys for Defts.

Virginia, Lee County, to wit:—  
In the Office of the Clerk of the County Court  
for said County the 28th day of January 1898  
this Lis Pendens was presented and admitted to record.  
Lester—J. V. Richardson clerk



Gospel Advocate Publishing Company  
 vs { Lis Pendens.  
 James A. Tate et al.

Recorded in ~~Headbook~~  
 No. 93 page 598re.  
 S. V. F. Richmond Clerk

C. 125-

Examined

Filed for record Jan'y -  
 28th 1898  
 S. V. F. Richmond Clerk



David Lipscomb, E. G. Sewell,  
J. C. McQuiddy, and J. H. Harden,  
partners doing business under the  
firm name and style of "Gospel Ad-  
vocate Pub. Co."

Plaintiffs.

In Chancery.

vs.

James A. Tate.

Defendant.

In the Circuit Court of Lee County, Virginia.

The object of this suit is to recover of the defendant, James A. Tate, the sum of \$953.24 with interest from the 8th day of Dec., 1896, until paid, subject to a credit of \$5.00 paid Jan. 1st, 1897, and a credit of \$10.00, paid Jan. 2nd, 1897, and to attach the real estate of James A. Tate, situated in Lee County, Virginia, mentioned in the Bill, and to subject the same to the payment of the said debt and the interest, being a reversionary interest in a tract of land conveyed to him by John M. Tate by deed bearing date on the 31st day of May, 1893, a copy of which said deed is recorded in Deed Book 29, Page 340, in the Clerk's Office of the Lee County Court, and reference is hereby made to said deed for a more particular description of said land, and of the interest of the said James A. Tate therein, and which said land is described as all of his, the said John M. Tate, real estate in Lee County, Virginia, known as the "Lawson and Martin Lands", containing 400 acres, more or less, and for a more particular description, reference is given to the title papers of the said John M. Tate, now of record in the Clerk's Office of Lee County, Virginia, and the said boundary does not include the boundary sold to Ira P. Robinett by the said John M. Tate.

The estate of James A. Tate here sought to be subjected to the payment of the said debt of the plaintiffs is the remainder over, after the termination of the life estate of John M. Tate and the payment of the sums therein provided for to be made by James A. Tate to the parties named in said deed. And the estate to be effected hereby is the interest in the said 400 acre tract belonging to the said James A. Tate.

This the 29th day of January, 1898.

*Pridemore & Sewell,  
B. H. Sewell,  
Attys for Plffs-*

*David Lipscomb, E. G. Sewell,  
J. C. McQuiddy and J. H. Harden  
partners, doing business under  
the firm name and style of  
Gospel Advocate Pub. Co.,  
By Counsel,*



Virginia, Lee County to wit:—

In the Office of the Clerk of the County Court  
for said County the 28th day of January 1898  
this Lis Pendens was presented and admitted to record.

Liste— J. V. P. Richmond Clerk

Gospel Advocate Pub. Co.,

vs. L. A. Anderson.

James A. Tate,

Plaintiff in Error.

No. 33 page 637re

J. V. P. Richmond

Clerk

C. D. / 25

Examined

Filed for record Jan'y  
28th 1898.

J. V. P. Richmond Clerk



Mr D. C. Sewel commissioner of the John  
M Tate land sale you please pay H. P. Arrington  
my cost for helping connected I fog in  
the dividing the as Tate of John M Tate  
This April 13 day 1901 Wesley <sup>his</sup> ~~x~~ Wallen  
mark

Mr. D. C. Sewel commissioner of the  
John M Tate land sale you please pay  
H. P. Arrington my cost for helping  
dividing the land i cared the chain and  
cut bushes this April 13 th 1901 Richard <sup>his</sup> ~~x~~ Wallen  
mark



Paid to

H. P. Burroughs

July 15 1907



Cash - 64.33 ✓

Coms - 29.00

93.33

11  
14  
29

bid - 1000  
93.33

906.67 ✓

Howard J.

458.00 ✓

But credit in G. & P. Co -

448.67

3 / 906.67

Installments - 302.22  $\frac{2}{3}$



B. H. SEWELL,  
ATTORNEY AT LAW.

JONESVILLE, VA., ..... 190.....



25



B. H. SEWELL,  
ATTORNEY AT LAW.

JONESVILLE, VA. ....190....



B. H. SEWELL,  
ATTORNEY-AT-LAW,

$$\begin{array}{r} 3/48\frac{1}{2} \\ 24\frac{1}{4} \end{array}$$

$$\begin{array}{r} 1899-1-16 \\ 1890-1-1 \\ \hline 4015 \end{array}$$

$$\begin{array}{r} 12 \\ 13 \\ 12 \\ \hline 1 \end{array}$$

JONESVILLE, VIRGINIA,

189

$$\begin{array}{r} 1899-1-16 \\ 1896-12-8 \\ \hline 2-1-8 \end{array}$$

$$\begin{array}{r} \text{July } 21-90=10- \\ \text{Sept } 4-90=15- \\ \text{July } 1-97=27 \\ \text{July } 1-97=10 \\ \text{Nov } 1-97=4 \\ \text{Oct } 11-97=40 \\ \text{Nov } 1-97=11 \\ \text{Nov } 1-97=21 \\ \text{Dec } 16-97=20 \end{array}$$

$$\begin{array}{r} \text{### } \$1160.95 \\ 24\frac{1}{2} \\ \hline 464380 \\ 232190 \\ \hline 58047 \end{array}$$

$$\begin{array}{r} 284.4327 \\ 1160.95 \\ \hline \end{array}$$

$$\begin{array}{r} 1445.38 \\ 261.00 \\ \hline \end{array}$$

$$\begin{array}{r} 1184.38 \end{array}$$

$$\begin{array}{r} 1059.41 \end{array}$$

$$\begin{array}{r} 2243.79 \\ 300 \\ \hline \end{array}$$

$$\begin{array}{r} 1943.79 \\ 2 \\ \hline \end{array}$$

$$\begin{array}{r} 32.8758 \\ 1520 \\ \hline \end{array}$$

$$\begin{array}{r} 17.87 \\ 23.40 \\ \hline \end{array}$$

$$953.24$$

$$57.1944$$

$$114.3888$$

$$4.75$$

$$2.04$$

$$121.17$$

$$953.24$$

$$1074.41$$

$$15.00$$

$$1059.41$$

$$\begin{array}{r} 157 \\ 25 \\ \hline 182 \\ 20 \\ \hline 202 \\ 20 \\ \hline 222 \\ 10 \\ \hline 8\frac{4}{30} \times 2 = 3\frac{2}{15} \\ 10 \\ \hline 242 \end{array}$$

$$\begin{array}{r} 189 \\ 12/57.19/4.76 \\ 48 \\ 91 \\ 84 \\ \hline 59 \end{array}$$



~~3748~~

3748  
—  
95



Know all Men by these Presents, That we, D. B. Sewell and  
R. L. Pennington & B. H. Sewell  
are held and firmly bound unto the Commonwealth of Virginia, in the sum of \$4000 00  
Four thousand Dollars,

to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we  
bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly  
and severally, firmly by these presents, hereby waiving the benefit of our Homestead Exemp-  
tions as to this obligation, and any claim or right to discharge any liability to the Common-  
wealth arising under this bond, or by virtue of said office, post or trust, with coupons detached  
from the bonds of this State. Sealed with our seals, and dated this 17th  
day of December, one thousand eight hundred and ninety-ninety

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound  
eight  
shall faithfully perform the duties of his office or trust, as Commissioner

under decree of the Circuit Court of the County of Lee  
pronounced on the 17th day of November,  
1898, in the suit therein depending, under the name and style of Gospel  
Advocate publishing Company against  
James A. Tate et al and Gospel Advocate  
Publishing Company against James A  
Tate

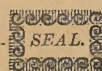
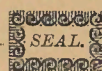
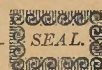
then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in  
the presence of

A Copy Test:

A. B. Munsey Clerk

D. B. Sewell  
R. L. Pennington  
B. H. Sewell



In the Clerk's Office of the Circuit Court of the County of Lee:

This day \_\_\_\_\_  
suret \_\_\_\_\_ on the above bond, made oath before me, \_\_\_\_\_,  
Clerk of the Circuit Court of the County of Lee, that \_\_\_\_\_ estate, after the payment of  
of all \_\_\_\_\_ just debts, and those for which \_\_\_\_\_ bound as securit \_\_\_\_\_ for others and  
expect to have to pay, \_\_\_\_\_ worth the sum of \_\_\_\_\_  
dollars.

Given under my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 189 \_\_\_\_\_.

\_\_\_\_\_  
Clerk.



Gospel Advocate Pub. Co.  
V } Copy of Bond

James A. Tate et al.

Bond Book No 1 P 283



In the Clerk's Office of the Circuit Court of the County of  
Lee, Virginia,  
David Lipscomb, E. G. Sumner, J. C. McQuiddy  
and J. H. Hodges, partners of Spring Meadows  
under the firm name and style of Gospel <sup>Advertise Pub. Co.</sup> Plaintiffs  
against

James A. Tate Defendant

This day J. C. McQuiddy personally appeared  
before me A. B. Munsey Clerk of the said Court,  
and ~~being duly sworn, made oath~~ <sup>affirmed</sup> that James A. Tate the

defendant in the said suit is not a resident of the State of Virginia,

Given under my hand has Clerk of the said Court, this 29th day of January

18 98,

A. B. Munsey Clerk



*Gospel Advocate Pub Co*

vs. } AFFIDAVIT FOR ORDER  
OF  
PUBLICATION.

*James A Tate*

*Pridemore & Bell, p. q.*  
*+ B H Sewell*

*Virginia Lee County to-wit:*  
*J. A. B. Munsey Clerk of the*  
*Circuit Court for Lee County*  
*do hereby Certify that I*  
*posted a copy of the within*  
*Order of Publication at*  
*the front door of the Court*  
*house on the 1st day of*  
*the Feb*



VIRGINIA:--In the Clerk's Office of the Circuit Court of the County of Lee  
on the 29th day of January 1898

David Lipscomb, C. H. Sewell, J. L. McQuiddy and H. Hayden  
partners doing business under the firm name and style of  
Gospel Advocate Pub. Co. Plaintiff &  
Against

James A. Tate Defendant  
In Chancery

The object of this suit is to recover of the defendant \$953.24 with legal interest  
thereon from the 8th day of December 1896 till paid, subject to the credits  
set out in the bill, and to have the lands of James A. Tate that have  
been attached hereto as shown in the levy, and mentioned in the bill  
or so much thereof or so much thereof as may be necessary subjected  
to the payment of said debt interest and costs of this suit

And an affidavit having been made and filed that the defendant James A. Tate

is not resident of the State of Virginia, it is ordered that he do appear here within fifteen days  
after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further  
ordered that a copy hereof be published once a week for four weeks in the Gate City Gazette  
and that a copy be posted at the front door of the court-house of this county on the first day of the next term of the  
county court.

A copy—Teste:

Pridemore & Sewell and P. O.  
B. H. Sewell,

A. B. Munsey Clerk.



for Printer

---

*Gospel Advocate Pub. Co.*  
ORDER  
AGAINST } OF  
PUBLICATION.

*James A. Tate*  
*Pridemore & Sewell*  
*and B. H. Sewell* P. Q.

---



Virginian,  
Print,  
Jonesville, Va

Form No. 302.

In the Clerk's Office of the Circuit Court of the County of Lee, Virginia,

David Lipscomb, E. G. Sewell, J. C. McQuiddy,  
and J. H. Horden, partners, doing business under  
the firm name and style of Gospel Advocate Publishing  
Plaintiffs  
against

See Chancery

James A. Tate and John M. Tate.

Defendants

This day J. C. McQuiddy personally appeared  
before me, A. B. Munsey Clerk of the said Court,  
and affirmed that James A. Tate one of the

defendants in the said suit is not a resident of the State of Virginia,

Given under my hand has Clerk of the said Court, this 29<sup>th</sup> day of January

1898,

A. B. Munsey, Clerk



*Gospel Advocate Pub Co*

vs.

**AFFIDAVIT FOR ORDER  
OF  
PUBLICATION.**

*James A Tate et al*  
*Pridemore & Sewell*

*H B H Sell* p. q.



VIRGINIA:--In the Clerk's Office of the Circuit Court of the County of Lee  
on the 29th day of January 1898.

David Lipcomb, E. H. Sewell, J. B. McQuiddy and J. H. Harden  
partners doing business under the firm name and style of  
Harpel Advocate Publishing Company Plaintiff &  
Against

James A. Tate and John M. Tate Defendant &  
In Chancery

The object of this suit is to recover of the defendants the sum of \$1160.95 with six per cent interest thereon from the 1st day of January 1895 till paid subject to the credits set out in the bill, and to have the panels of James A. Tate that have been attached herein as shown in the levy and mentioned in the bill or so much thereof as may be necessary subjected to the payment of said debt interest and costs of this suit.

And an affidavit having been made and filed that the defendant James A. Tate

is not resident of the State of Virginia, it is ordered that the do appear here within fifteen days after due publication hereof, and do what may be necessary to protect him interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Gate City Gazette and that a copy be posted at the front door of the court-house of this county on the first day of the next term of the county court.

A copy—Teste:

Prudemore & Sewell  
and E. H. Sewell

P. Q.

A. B. Munsey

Clerk.



---

*Gospel Advocate Publishing Co*  
ORDER  
AGAINST } OF  
PUBLICATION.

*James A. Tate et al*  
*Widmore & Sewell*  
*and B. H. Sewell*  
P. Q.

---



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon James A Tate, John M Tate Jr  
Howard W Tate, Laura Garber, J. H. Maness Admin-  
istrator of the estate of John M Tate deceased, and  
Rebecca Tate widow of John M Tate decd  
to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held  
for the said court, on the 3rd Monday in May 1900 <sup>an amended</sup> ~~189~~, to answer A  
bill in chancery exhibited against them in our said court by David Lipscomb  
E. G. Sewell, J. L. McQuiddy and J. H. Hardin partners doing  
business under the firm name and style of  
Gospel Advocate Publishing Company  
And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the  
court-house, the 8th day of May 1900 ~~189~~, and in the 12<sup>th</sup> year of the  
Commonwealth.

A. B. Munsey Clerk



Serve Copy on  
Rebecca Tate

Form No. 300 1/2.

Gospel Advocate Pub Co  
US. { SUBPOENA  
IN CHANCERY

James A Tate et als

Prudemore & Serwell p. q.

To 2<sup>nd</sup> May Rules.

1900, Circuit Court.

Executed May the 18<sup>th</sup> 1900  
by delivering an offic  
copy of the within spo.  
to Rebecca Tate.

R. L. Liversay Deput  
for W. J. Mileham S. L. C.

we accept legal service of  
the within subpoena in chancery for  
J. H. Murren administrator of John M. Murren  
deced, John M. Tate Jr, Thomas M. Tate  
and James M. Tate, this may 10<sup>th</sup> 1900.

Wm. J. Serwell } atty.  
James M. Tate }  
for the above parties.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *James A. Tate, John M. Tate Jr.*  
*Howard W. Tate, Laura Garber, J. H. Maness Ad-*  
*ministrators of the estate of John M. Tate deceased*  
*and Rebecca Tate widow of John M. Tate deceased*  
to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held  
for the said court, on the *3rd* Monday in *May 1900* <sup>*an amended*</sup> ~~1899~~, to answer *A*  
bill in chancery exhibited against *them* in our said court by *David Lipscomb*  
*E. H. Sewell, J. C. McQuiddy and J. H. Hardin*  
*partners doing business under the firm name and*  
*style of Gospel Advocate Publishing Company*  
And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the  
court-house, the *8th* day of *May 1900* ~~1899~~, and in the *124th* year of the  
Commonwealth.

*A. B. Munsey Clerk*



Gospel Advocate  
Publishing Co

vs. {

SUBPOENA

IN CHANCERY

James A. Tate et als

Pridemore & Sewell p. q.

To 2nd May Rules.

Circuit Court.

I accept legal service  
of the within summons  
this the 10th day of May  
1900. Laura L. Garbo



The Commonwealth of Virginia,

*Sectt*

To the Sheriff of the County of ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon *James A. Tate, John M. Tate Jr*  
*Howard W. Tate, Laura Garber, J. H. Maness Adminis-*  
*trator of the estate of John M. Tate deceased, and*  
*Rebecca Tate widow of John M. Tate died*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held  
for the said court, on the *3rd* Monday in *May 1900* <sup>*an amended*</sup> ~~189~~, to answer *A*

bill in chancery exhibited against *them* in our said court by *David*

*Lipscomb, E. G. Sewell, J. C. McQuiddy and*  
*J. H. Hardin partners doing business under the*  
*firm name and style of Gospel Advocate Publishing*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the  
court-house, the *8th* day of *May 1900* ~~189~~, and in the *124th* year of the  
Commonwealth.

*A. B. Munsey Clerk*

*A Copy*

*Teste: A. B. Munsey Clerk*

*compar*



*vs.*

{

**SUBPOENA  
IN CHANCERY**

*p. q.*

*To* ..... *Rules.*

..... *Court.*



The Commonwealth of Virginia,

*Scott*  
To the Sheriff of the County of ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon *James A. Tate, John M. Tate Jr.*  
*Howard M. Tate, Laura Garber, J. H. Maness* Administrator  
of the estate of *John M. Tate* deceased, and *Rebecca Tate*  
widow of *John M. Tate* dead.

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held  
for the said court, on the 3rd Monday in May 1900 ~~1899~~ <sup>an amended</sup>, to answer <sup>A</sup>  
bill in chancery exhibited against them in our said court by *David Lipscomb*  
*E. H. Sewell, J. C. McQuiddy and J. H. Hardin*, partners  
doing business under the firm name and style of  
*Gospel Advocate Publishing Company*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the  
court-house, the 8th day of May 1900 ~~1899~~, and in the 12 4th year of the  
Commonwealth.

*A. B. Munsey Clerk*



Serve Copy on  
Laura Garber

Form No. 300 1/2.

Gospel Advocate Pub Co  
U.S. { SUBPOENA  
IN CHANCERY

James A Tate et al

Pridemore & Sewell p. q.

To 2nd May Rules.  
Circuit Court.

Not Executed  
for the Guck  
of Firm May 11  
12-1900  
J. W. Austine & Son  
B. J. Broadwater & Son



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *James A Tate, John M Tate Jr.*  
*Howard M Tate Laura Garber, and Rebecca Tate,*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held  
for the said court, on the *3rd* Monday in *May 1900* <sup>*an amended*</sup> ~~189~~, to answer *A*  
bill in chancery exhibited against *them* in our said court by *David Lipscomb*  
*E. G. Sewell, J. L. McQuiddy and J. H. Hardin* partners  
doing business under the firm name and style  
of *Gospel Advocate Pub. Co*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the  
court-house, the *8th* day of *May 1900* ~~189~~, and in the *124<sup>th</sup>* year of the  
Commonwealth.

*A B Munsey Clerk*



Serve Copy on  
Rebecca Tate

Form No. 300 $\frac{1}{2}$ .

Gospel Advocate Pub Co

vs. {

SUBPOENA

IN CHANCERY

James A Tate etals

Pridemore & Sewell p. q.

To 2<sup>nd</sup> May Rules.

1900. Circuit Court.

Executed May the 18<sup>th</sup> 1900  
by delivering an office  
copy of the within spca.  
to Rebecca Tate.  
R. B. Lineray Dep't  
for W. J. Milham S. L. C.

We accept legal service of  
the within Subpoena in Chancery  
for James A. Tate, John M. Tate  
John Tate Howard M. Tate,  
this May 10<sup>th</sup> 1900.  
G. J. Dunning & Co  
James A. Tate etals  
for above parties.



The Commonwealth of Virginia,

Sestt

To the Sheriff of the County of ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon James A. Late, John M. Late Jr  
Howard M. Late and Rebecca Late

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held  
for the said court, on the 3rd Monday in May 1900 <sup>an amended</sup> ~~1899~~, to answer A  
bill in chancery exhibited against them in our said court by David Lipscomb  
E. H. Sewell, J. C. McQuiddy and J. H. Hardin partners  
doing business under the firm name and style of  
Gospel Advocate Pub. Co.

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the  
court-house, the 8th day of May 1900 ~~1899~~, and in the 124<sup>th</sup> year of the  
Commonwealth.

A. B. Munsey Clerk

A Copy

Teste: A. B. Munsey Clerk



*vs.*

{

**SUBPOENA  
IN CHANCERY**

*p. q.*

*To* ..... *Rules.*

*Court.*



The Commonwealth of Virginia,

*Scott*  
To the Sheriff of the County of ~~Lee~~ Greeting:

WE COMMAND YOU, That you summon *James A Late, John M Late Jr*  
*Howard M Late, Laura Garber and Rebecca Late*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held  
for the said court, on the *3rd* Monday in *May 1900* ~~189~~, to answer *an amended*  
bill in chancery exhibited against *them* in our said court by *David Lipscomb*  
*E. G. Sewell, J. L. McQuiddy and J. H. Hardin partners*  
*doing business under the firm name and style of*  
*Gospel Advocate Pub. Co.*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the  
court-house, the *8th* day of *May* *1900* ~~189~~, and in the *124th* year of the  
Commonwealth.

*A. B. Munsey Clerk*



Serve inside copy on  
Laura Garber

Form No. 300½.

Gospel Advocate Pub Co

vs.

SUBPOENA

IN CHANCERY

James A. Tate

Pridemore & Sewell p. q.

To 2nd May Rules.

Circuit Court.

Not Executed  
for Lack of time.  
May 12-1900  
J. W. Ausbun for  
B. J. Broadwater & Co



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *James A. Late, John M. Late Jr*  
*Howard M. Late Laura Garber and Rebecca Late*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held  
for the said court, on the *3rd* Monday in *May 1900* <sup>*an amended*</sup> ~~189~~, to answer *A*  
bill in chancery exhibited against *them* in our said court by *David Lipscomb*  
*E. G. Sewell, J. L. McQuiddy and J. Hardin* partners  
*in trade doing business under firm name and style*  
*of Gospel Advocate Pub. Co*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the  
court-house, the *8th* day of *May 1900* ~~189~~, and in the 12 *4th* year of the  
Commonwealth.

*A. B. Munsey Clerk*



*Gospel Advocate Pub Co*  
US. { SUBPOENA  
IN CHANCERY

*James A Tate et al*

*Pridemore & Setwell* p. q.

To *2nd May* Rules.  
*bericut* Court.

I accept legal service  
of the within summons  
this the 10th day of May  
1900. *Laura G Garber*



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon James A Tate and John M  
Tate

to appear at the Clerk's Office of the Circuit Court of the County of Lee  
at the rules to be held for the said Court on the 1st Monday in February, 1898,  
to answer a bill in Chancery, exhibited against them in our said Court by David  
Lipsecomb, E. G. Sewell, J. C. McQuiddy and J. H.  
Harden partners doing business under the firm  
name and style of Gospel Advocate Publishing  
Company

And have then there this writ. Witness, A. B. Munsey Clerk of our said  
Court, at the court-house, the 29th day of January, 1898, and in the 122nd year  
of the Commonwealth.

A. B. Munsey Clerk

A Copy

Teste A. B. Munsey Clerk



The necessary affidavit having been made and filed the officer executing this  
 Spain Chay will attach the interest of James A. Tate which said interest is the  
 remainder after the life estate of John M. Tate has terminated in the following  
 real estate situated in Lee County Virginia on the hills mentioned and  
 which said real estate is all of the real estate of John M. Tate in Lee County  
 Va known as the Lawson and Martin land containing four hundred acres  
 more or less and for a more specific description reference is hereby given  
 to the title papers (of John M. Tate) on record in the Clerk's office of Lee  
 County Va, this boundary does not include the boundary sold to Dr. P.  
 Robinett which is hereafter to be surveyed. The said interest of the said  
 James A. Tate in said lands was conveyed to him by John M. Tate by  
 deed bearing date on the 31st day of May 1873 and said deed is recorded  
 in the Clerk's office of Lee County Court in deed book 22 Page 340. and  
 reference is hereby made to said deed for a more particular description  
 of said land and the interest of the said James A. Tate therein. The Lawson  
 and Martin lands is situated on the waters of the north fork of Clinch  
 river in the neighborhood of the Hickory Hill and the Lawson land is  
 the tract of land whereon the said John M. Tate now resides and the  
 Martin land adjoins the Lawson land and the interest so attached will  
 hold subject to the future order of this Court at the next term thereof  
 A. J. Munnery Clerk

Form No. 300.

Harpel Abstract Pub Co

vs.

SUBPOENA  
IN  
CHANCERY.

James A. Tate and  
John M. Tate

Widener & Howell and  
J. H. Howell p. q.

To/et February Rules,

Circuit Court.



The Commonwealth of Virginia,

To the *Sheriff* of the *County* of *Lee*, Greeting:

WE COMMAND YOU, That you summon *James A Tate and John M*  
*Tate*

to appear at the Clerk's Office of the *Circuit* Court of the *County* of *Lee*  
at the rules to be held for the said Court on the *16<sup>th</sup>* Monday in *February*, 189*8*,  
to answer a bill in Chancery, exhibited against *them* in our said Court by *David*  
*Lipsecomb, E. G. Sewell, J. C. McQuiddy and J. H.*  
*Harden* partners doing business under the firm  
name and style of *Gospel Advocate Publishing*  
*Company*.

And have then there this writ. Witness, *A. B. Munsey* Clerk of our said  
Court, at the court-house, the *29<sup>th</sup>* day of *January* 189*8*, and in the *122<sup>nd</sup>* year  
of the Commonwealth.

*A. B. Munsey* Clerk



The necessary affidavit having been made and filed, the officer executing this Spa. in Chy will attach the interest of James A. Tate which said interest is the remainder after the life estate of John M. Tate has terminated in the following real estate, situated in Lee County, Virginia, in the bill mentioned, and which said real estate is all of the real estate of John M. Tate, in Lee County, Va. known as the Lawson and Martin lands, containing four hundred acres, more or less and for a more specific description reference is hereby given to the title papers (of John M. Tate) on record in the Clerk's office of Lee County, Va. This boundary does not include the boundary sold to Ira P. Robbitt which is hereafter to be surveyed. The said interest of the said James A. Tate in said lands was conveyed to him by John M. Tate by deed bearing date on the 31st day of May 1893, and said deed is recorded in the Clerk's office of the Lee County Court in deed book 29 Page 340 and reference is hereby made to said deed for a more particular description of said lands, and the interest of the said James A. Tate therein. The said lands, and the interest of the said James A. Tate therein, is situated on the waters of the North Fork of Church river in the neighborhood of the Hickory Hill and the Lawson land is the tract of land whereon the said John M. Tate now resides and the Martin land adjoins the Lawson land, and the interest so attached will hold subject to the future order of this Court. at the next term thereof

A.B. Mumsey Clerk

To/lt February  
Circuit Court.

Pridentore & Sewell and  
p. 9.

James A. Tate et al  
Copy for John M. Tate

U.S.  
SUBPOENA  
IN  
CHANCERY.

Washel Advertiser Pub. Co

Form No. 300.

The defendant James A. Tate, being a non-resident of the state of Virginia, this Spa. in Chancery is not served upon him. But by virtue of the order of attachment heron endorsed, I have levied the same on the interest of the defendant James A. Tate, which said interest is the remainder after the life estate of John M. Tate has terminated in the following real estate, situated in Lee County Virginia, in the bill mentioned, and which said real estate is all of the real estate of John M. Tate, in Lee County Va. known as the Lawson and Martin lands, containing four hundred acres, more or less, and for a more specific description reference is hereby given to the title papers (of John M. Tate) on record in the Clerk's office of Lee County Va. This boundary does not include the boundary sold to Ira P. Robbitt which is hereafter to be surveyed. The said interest of the said James A. Tate in said lands was conveyed to him by John M. Tate by deed bearing date on the 31st day of May 1893, and said deed is recorded in the Clerk's office of the Lee County Court in deed book 29 page 340, and reference is hereby made to said deed for a more particular description of said lands, and the interest of the said James A. Tate therein. The Lawson and Martin land is situated on the waters of the North Fork of Church River in the neighborhood of the Hickory Hill, and the Lawson land is the tract of land whereon the said John M. Tate now resides, and the Martin land adjoins the Lawson land. This the 29th day of January 1898. on application to the Court.

W.P. Weston S.L.C.

Further Executed on the 7th day of February 1898, by delivering an office copy of the within Subpoena in Chancery to John M. Tate as one of the said defendants, and being the person in possession of the land mentioned in the bill and in the above levy. This February 7th 1898 W.P. Weston S.L.C.



The Commonwealth of Virginia,

To the *Sheriff* of the County of *Lee*, Greeting:

WE COMMAND YOU, That you summon *James A. Tate*

to appear at the Clerk's Office of the *Circuit* Court of the County of *Lee*  
at the rules to be held for the said Court on the *15th* Monday in *February*, 189*8*,  
to answer a bill in Chancery, exhibited against *him* in our said Court by *David*  
*Lipsecomp, E. G. Sewell, J. C. McQuiddy and J. H.*  
*Harden* partners doing business under the firm  
name and style of *Gospel Advocate Pub Co*

And have then there this writ. Witness, *A. B. Munsey* Clerk of our said  
Court, at the court-house, the *29th* day of *January* 189*8*, and in the *122nd* year  
of the Commonwealth.

*A. B. Munsey Clerk*



W. P. Weston S. L. C.

W. P. Weston B. L. C.

~~I have printed Feb 6 - 1898  
of which I am entitled for  
copy of The Nation. I want to  
give you in fragments are  
in possession of the London  
The Lord James of Tate Nat  
another printed form at York  
being a more recent of this  
state this Feb 6 - 1898  
W.P. Weston B.L.C~~

The undersigned affiant having been made and filed the officer executing this  
deed as Choxy and the estate of John M. Tate has remained in the following  
remained after the sale of John M. Tate's land known as the  
near estate situated in the County of Jackson Va. known as the  
is all of the real estate of John M. Tate in the County Va. known as the  
Tate and his heirs containing four hundred acres, more or less, and for  
a more specific description reference is hereby given to the title paper (of  
John M. Tate) on record in the Clerk's Office of Lee County Va. This boundary  
does not include the boundary sold to said Robert Walker in his father  
to be surveyed. The said interest of the said James A. Tate on the 21st  
was granted to him by John M. Tate by deed bearing date on the 21st  
day of May 1893, and day does so recorded in the Clerk's office of the  
County Court in deed book 79 Page 340, and reference is hereby made  
by said deed for a more particular description of said lands, and  
the interest of the said James A. Tate therein. The said James A. Tate in  
land is situated on the waters of the North Fork of Clinch River in  
the neighborhood of the Kentucky Hill and the damson land is the tract  
wherein the said John M. Tate now resides and the grant in land  
adjoining the damson land, and the interest so alleged and held  
subject to the future order of the court at the next term thereof.

J. H. Walker



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon James A Tate

to appear at the Clerk's Office of the Circuit Court of the County of Lee  
at the rules to be held for the said Court on the 1st Monday in February, 1898,  
to answer a bill in Chancery, exhibited against him in our said Court by David  
Lipscomb, E. G. Sewell, J. C. McQuiddy and J. H.  
Harden partners doing business under the firm  
name and style of Gospel Advocate Pub. Co.

And have then there this writ. Witness, A. B. Mursey Clerk of our said  
Court, at the court-house, the 29th day of January, 1898, and in the 122nd year  
of the Commonwealth.

A. B. Mursey Clerk

A Copy

Lester A. B. Mursey Clerk



The necessary affidavit having been made and filed the officer executing this Sp. in Ch. will attach the interest of James A. Tate which said interest is the remainder, after the life estate of John M. Tate has terminated, in the following real estate situated in Lee County Virginia, <sup>in the bill mentioned</sup> and which said real estate is all of the real estate of John M. Tate in Lee County Va. known as the Lawson and Martin lands. Containing four hundred acres, more or less, and for a more specific description reference is hereby given to title papers of John M. Tate on record in the Clerk's office of Lee County Va. This boundary does not include the boundary sold to Ira P. Robinson which is hereafter to be surveyed. The said interest of the said James A. Tate in said lands was conveyed to him by John M. Tate by deed bearing date on the 31st day of May 1893, and said deed is recorded in the Clerk's office of the Lee County Court in deed book 29 page 340, and reference is hereby made to said deed for a more particular description of said lands, and the interest of the said James A. Tate therein. The Lawson and Martin land is situated on the waters of the north fork of Clinch river, in the neighborhood of the Hickory Hills, and the Lawson land is the tract whereon the said John M. Tate now resides, and the Martin land adjoins the Lawson land, and the interest so attached will hold subject to the order of the Court at the next term thereof.

A. J. Mursey Clerk

Form No. 300.

SUBPOENA  
IN  
CHANCERY.

vs.

p. q.

Rules,

Court.

To



Plffs Costs  
 Clerk 12.75  
 Sheriff 1.00  
 atty 15.00  
 Printer 5.00  
 1/2 Depos 1.00  
 County Clerk 12.50  
 Co C 2.50  
 \$36.25

Plffs Costs  
 Clerk 11.23  
 Tap 1.52  
 Shff 1.00  
 atty 18.00  
 Printer 5.00  
 1/2 Depos 1.00  
 Co Clk 1.25  
 " " 36.23

Gospel Advocate Publishing Co

Bill in Chy  
& Foreign Attachment

James A. Tate et al

1898 1st Feby rules & executed  
 as to Jno M Tate D & O.P.  
 as to James A Tate & Contd  
 " 2nd Feby rules D & Conf & Contd  
 for O.P.  
 " 1st March rules taken the  
 last grand day in Feby  
 O.P. complete & Cause set  
 for hearing

Novr Term 1901. Devere  
 final Chy O.B. No 7 P32

Cost 64.33

Coms 29.00

93.33

bid 1000.00

April 15-1901 93.33

906.67

Nov 2 458.

448.67

248  
 24

accumulated  
 Clerk 9.05  
 Shff 1.50  
 Surveyor 18.00  
 Albert Coms 8.00  
 Clinger " 8.00  
 Miron Chmn 2.00  
 Lawson " 2.00  
 P. Wallen Axman 3.00  
 P. Wesley Wallen 1.00  
 Estimated 8.00  
 Clerk 3.78  
 \$64.33



Aspel Advocate Pub. Co.

Bill Chy

Foreign Attachment

James A. Tate.

1878 1st Feby rules & pa executed as  
to Jno W Tate D. N. O. P. as to  
James A Tate. & Contd for O. P.  
2nd Feby rules D. N. Confd & Contd  
for O. P.  
1st March rules taken the last  
Monday in Feby O. P. Complete  
& Cause set for hearing

November Term 1901  
Decree final Chy Order  
Book No 7 Page 32

P lffs Costs  
Clerk 1071  
Shff 50  
atty 15.00  
Printer 5.00  
1/2 Depos 1.00  
Co Clerk 20.50  
\$34.31

P lffs Costs  
Clerk 921  
Tax 1.50  
Shff 50  
atty 15.00  
Printer 5.00  
1/2 Depos 1.00  
Co clk 20.50  
\$34.31